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48TH CONGRESS, 2d Session. } HOUSE OF REPRESENTATIVES. { Ex. DOC. No. 235.

FRENCH AND AMERICAN CLAIMS COMMISSION.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES.

TRANSMITTING

A report from the Secretary of State concerning the transactions of the French and American Claims Commission.

FEBRUARY 17, 1885.—Referred to the Committee on Foreign Affairs and ordered to be printed.

EXECUTIVE MANSION,
Washington, February 17, 1885.

To the House of Representatives:

In response to the resolution of the House of Representatives of the 9th of January, 1885, calling for certain correspondence concerning the transactions of the late French and American Claims Commission, I transmit herewith a report of the Secretary of State of the 16th instant in relation to the subject.

CHESTER A. ARTHUR.

To the PRESIDENT:

A resolution of the House of Representatives, dated the 9th day of January, 1885, in relation to the French and American Claims Commission, having been referred to the Secretary of State, the following reply thereto is submitted.

The resolution reads:

Be it resolved by the House of Representatives, That the President be, and he is hereby, requested to furnish this House, if not incompatible with the public service, a copy of all correspondence had with the Government of France in relation to the French and American Claims Commission since the 23d day of November, 1881, the date of the first meeting of said Commission, up to the present time.

Second. Also a copy of the communication or communications made by the two remaining commissioners to the Secretary of State on the resignation of Mr. L. de Geofroy, July 11, 1881, the date when he withdrew as commissioner on the part of the French Republic, and the 15th day of October following, in relation to the resignation of said commissioner; and a copy of the correspondence between the Governments relating to the same subject, and of the notice of the Government of France reappointing said commissioner.

Third. Also a statement giving the name and number of each and every claim which was withdrawn by the agent of either Government after the same had been duly filed before said Commission, and the reasons for such withdrawal, and a copy of all correspondence between the two Governments relating thereto.

Fourth. Also a copy of all reports or other communications made by the American commissioner, the Hon. A. O. Aldis, to the Secretary of State, relating to the business of said Commission or to any matter or thing pending before said Commission from the 23d day of November, 1881, to the present date.

Fifth. And also a copy of the reports or other communications pertaining to the French and American Claims Commission, or any matter pending therein made by the Hon. George S. Boutwell, the agent and counsel for the United States, to the Secretary of State, from the 23d day of November, 1881, to the present date. Also a copy of the correspondence between the two Governments, relating to the recall of said Mr. L. de Geofroy, and the appointment and substitution by the Government of France of Mr. Alexis Albert Lafaive as commissioner, on or about May 22, 1883.

Several hundred communications are on file in this Department merely asking for documentary testimony for the use of the Commission, and transmitting the same when procured. These being purely formal letters, and having no relation to the specific topics mentioned in the resolution, it has not been deemed necessary to transmit copies thereof. Copies of all other correspondence on the subject are annexed hereto, classified as nearly as practicable, as follows:

First. All correspondence with the Government of France in relation to the French and American Claims Commission since the 23d day of November, 1880, the date of the first meeting of said Commission, up to the present time. These are numbered from 1 to 40, inclusive.

Second. The circumstances which attended the cessation of the exercise of his official functions by Mr. L. de Geofroy, commissioner of France, will be found set forth in the minutes of the sessions of the Commission held July 11, 1881, and October 12, 1881, copies of which minutes are herewith transmitted, and numbered 50 and 51, respectively. No correspondence took place between this Government and that of France concerning the resignation of Mr. L. de Geofroy July 11, 1881, nor in relation to the cessation of his official functions. Mr. Aldis, the American commissioner, makes an incidental reference to this subject in his letter of July 8, 1881, hereto annexed and numbered 44. On the 11th July, 1881, Baron de Arinos, the president of the Commission, and Mr. Aldis, the American commissioner, addressed a joint communication to the Secretary of State, and inclosed a copy of a letter from Mr. de Geofroy. This communication is hereto annexed, numbered 46. The correspondence between the two Governments relating to change of commissioners will be found in the papers numbered 22 and 23.

Third. In response to that part of the resolution asking for "a statement of the name and number of each and every claim which was withdrawn by the agent of either Government after the same had been duly filed before said Commission, and the reasons for such withdrawal, and a copy of all the correspondence between the two Governments relating thereto," I transmit herewith a letter from Mr. Boutwell to Mr. Davis, dated March 3, 1884, and numbered 41, and a communication from Mr. Boutwell to Mr. Frelinghuysen, numbered 42, being his final report as agent and counsel of the United States. In these documents the general information sought will be found. The correspondence relating to the withdrawal of claims is also hereto annexed, and will be found in its chronological order in the diplomatic and general letters transmitted.

Fourth. The communications between this Department and the American commissioner, Mr. Asa O. Aldis, are transmitted herewith, and numbered from 43 to 49.

Fifth. A response to the fifth section of the resolution will be found in the accompanying paper, No. 42, being Mr. Boutwell's final report, and in the correspondence between this Department and Mr. Boutwell, herewith transmitted, and numbered from 60 to 121, inclusive.

Respectfully submitted.

FRED'K T. FRELINGHUYSEN.

DEPARTMENT OF STATE,
Washington, February 17, 1885.

LIST OF ACCOMPANIMENTS.

I.—*Diplomatic correspondence.*

1. Mr. Outrey to Mr. Evarts, August 23, 1880.
2. Mr. Evarts to Mr. Outrey, October 7, 1880.
3. Mr. Outrey to Mr. Blaine, March 24, 1881.
4. Mr. Blaine to Mr. Outrey, March 28, 1881.
5. Mr. Outrey to Mr. Blaine, November 18, 1881.
6. Mr. Blaine to Mr. Outrey, December 17, 1881.
7. Mr. Outrey to Mr. Frelinghuysen, December 21, 1881.
8. Mr. Frelinghuysen to Mr. Outrey, January 3, 1882.
9. Mr. Frelinghuysen to Mr. Outrey, February 7, 1882.
10. Mr. Outrey to Mr. Frelinghuysen, February 9, 1882.
11. Mr. Frelinghuysen to Mr. Outrey, February 18, 1882.
12. Mr. Outrey to Mr. Frelinghuysen, February 22, 1882.
13. Mr. Frelinghuysen to Mr. Outrey, February 28, 1882.
14. Mr. Outrey to Mr. Frelinghuysen, May 8, 1882.
15. Mr. Frelinghuysen to Mr. Outrey, May 9, 1882.
16. Mr. Frelinghuysen to Mr. Roustan, August 1, 1882.
17. Mr. Frelinghuysen to Mr. Roustan, December 29, 1882.
18. Mr. Rouston to Mr. Frelinghuysen, January 3, 1883.
19. Mr. Rouston to Mr. Frelinghuysen, February 5, 1883.
20. Mr. Frelinghuysen to Mr. Roustan, February 24, 1883.
21. Mr. Roustan to Mr. Frelinghuysen, March 7, 1883.
22. Mr. Roustan to Mr. Frelinghuysen, May 16, 1883.
23. Mr. Davis to Mr. Roustan, May 19, 1883.
24. Mr. Frelinghuysen to Mr. Denant, December 27, 1883.
25. Mr. Roustan to Mr. Davis, January 7, 1884.
26. Mr. Davis to Mr. Roustan, January 7, 1884.
27. Mr. Roustan to Mr. Frelinghuysen, January 11, 1884.
28. Mr. Frelinghuysen to Mr. Roustan, January 15, 1884.
29. Mr. Morton to Mr. Blaine, October 13, 1881.
30. Mr. Frelinghuysen to Mr. Morton, December 15, 1883.
31. Mr. Frelinghuysen to Mr. Morton, December 17, 1883.
32. Mr. Frelinghuysen to Mr. Morton, telegram, December 21, 1883.
33. Mr. Morton to Mr. Frelinghuysen, No. 463, December 21, 1883.
34. Mr. Morton to Mr. Frelinghuysen, December 28, 1883.
35. Mr. Morton to Mr. Frelinghuysen, No. 467, January 23, 1884.
36. Mr. Frelinghuysen to Mr. Morton, No. 424, January 8, 1884.
37. Mr. Frelinghuysen to Mr. Morton, telegram, January 8, 1884.
38. Mr. Frelinghuysen to Mr. Morton, telegram, January 11 1884.
39. Mr. Morton to Mr. Frelinghuysen, telegram January 14, 1884.
40. Mr. Morton to Mr. Frelinghuysen, No. 478, January 15, 1884.

II.—*In relation to claims withdrawn from the consideration of the Commission.*

41. Mr. Boutwell to Mr. Davis, March 3, 1884.
42. Mr. Boutwell to Mr. Frelinghuysen, final report, May 10, 1884.

III.—*Correspondence of the Hon. Asa O. Aldis, the American commissioner.*

43. Mr. Aldis to Mr. Blaine, June 4, 1881.
44. Mr. Aldis to Mr. Blaine, July 8, 1881.
45. Mr. Blaine to Mr. Aldis, July 8, 1881.
46. Baron de Arinos and Mr. Aldis to the Secretary of State, July 11, 1881.

47. Mr. Aldis to the Secretary of State, April 15, 1882.
48. Mr. Aldis to Mr. Frelinghuysen, February 3, 1883.
49. Mr. Aldis to Mr. Frelinghuysen, April 16, 1883.
50. Minutes of the session of the French and American Claims Commission, held July 11, 1881.
51. Minutes of the session of the French and American Claims Commission, held October 12, 1881.

IV.—*Miscellaneous correspondence.*

52. Mr. Peddrick to Mr. Evarts, December 1, 1880.
53. Mr. Evarts to Mr. Peddrick, December 9, 1880.
54. Mr. Peddrick to Mr. Blaine, June 3, 1881.
55. Mr. Blaine to Mr. Peddrick, June 6, 1881.
56. Mr. Brown to Mr. Peddrick, July 18, 1881.
57. Mr. Peddrick to Mr. Frelinghuysen, May 15, 1882.
58. Mr. Davis to Mr. Peddrick, March 5, 1883.
59. Mr. Frelinghuysen to Mr. Randall, February 28, 1884.

V.—*Correspondence with Mr. Boutwell, agent and counsel for the United States.*

60. Mr. Boutwell to Mr. Evarts, January 25, 1881.
61. Mr. Boutwell to Mr. Evarts, January 25, 1881.
62. Mr. Evarts to Mr. Boutwell, January 29, 1881.
63. Mr. Boutwell to Mr. Evarts, February 15, 1881.
64. Mr. Boutwell to Mr. Evarts, February 24, 1881.
65. Mr. Boutwell to Mr. Evarts, February 25, 1881.
66. Mr. Boutwell to Mr. Blaine, March 8, 1881.
67. Mr. Boutwell to Mr. Blaine, March 10, 1881.
68. Mr. Boutwell to Mr. Blaine, March 10, 1881.
69. Mr. Blaine to Mr. Boutwell, March 19, 1881.
70. Mr. Boutwell to Mr. Blaine, April 13, 1881.
71. Mr. Blaine to Mr. Boutwell, April 20, 1881.
72. Mr. Boutwell to Mr. Blaine, May 2, 1881.
73. Mr. Boutwell to Mr. Blaine, May 6, 1881.
74. Mr. Blaine to Mr Boutwell, May 17, 1881.
75. Mr. Boutwell to Mr. Blaine, May 18, 1881.
76. Mr. Boutwell to Mr. Blaine, May 18, 1881.
77. Mr. Boutwell to Mr. Blaine, June 18, 1881.
78. Mr. Blaine to Mr. Boutwell, August 5, 1881.
79. Mr. Blaine to Mr. Boutwell, December 17, 1881.
80. Mr. J. C. Bancroft Davis to Mr. Boutwell, December 27, 1881.
81. Mr. John Davis to Mr. Frelinghuysen, January 25, 1882.
82. Mr. Boutwell to Mr. Frelinghuysen, February 4, 1882.
83. Mr. Boutwell to Mr. J. C. Bancroft Davis, February 6, 1882.
84. Mr. John Davis to Mr. Frelinghuysen, February 11, 1882.
85. Mr. Boutwell to Mr. Frelinghuysen, February 17, 1882.
86. Mr. Frelinghuysen to Mr. Boutwell, March 20, 1882.
87. Mr. Boutwell to Mr. Frelinghuysen, April 15, 1882.
88. Mr. Frelinghuysen to Mr. Boutwell.
89. Mr. Boutwell to Mr. Frelinghuysen.
90. Mr. Boutwell to Mr. Frelinghuysen, September 2, 1882.
91. Mr. Davis to Mr. Boutwell, September 16, 1882.
92. Mr. Boutwell to Mr. Davis, November 15, 1882.
93. Mr. Frelinghuysen to Mr. Boutwell, November 20, 1882.
94. Mr. Boutwell to Mr. Davis, December 18, 1882.
95. Mr. Davis to Mr. Boutwell, December 20, 1882.
96. Mr. Frelinghuysen to Mr. Boutwell, January 2, 1883.
97. Mr. Boutwell to Mr. Frelinghuysen, January 10, 1883.
98. Mr. Davis to Mr. Boutwell, January 12, 1883.
99. Mr. Davis to Mr. Boutwell, January 31, 1883.
100. Mr. Davis to Mr. Boutwell, February 24, 1883.
101. Mr. Davis to Mr. Boutwell, May 23, 1883.
102. Mr. Boutwell to Mr. Frelinghuysen, June 15, 1883.
103. Mr Frelinghuysen to Mr. Boutwell, June 19, 1883.
104. Mr. Boutwell to Mr. Frelinghuysen, October 13, 1883.
105. Mr. Boutwell to Mr. Frelinghuysen, October 24, 1883.
106. Mr. Frelinghuysen to Mr. Boutwell, November 8, 1883.
107. Mr. Boutwell to Mr. Frelinghuysen, November 16, 1883.

108. Mr. Boutwell to Mr. Frelinghuysen, December 21, 1883.
109. Mr. Frelinghuysen to Mr. Boutwell, December 27, 1883.
110. Mr. Boutwell to Mr. Frelinghuysen, January 8, 1884.
111. Mr. Boutwell to Mr. Frelinghuysen, January 18, 1884.
112. Mr. Frelinghuysen to Mr. Boutwell, January 21, 1884.
113. Mr. Boutwell to Mr. Frelinghuysen, January 24, 1884.
114. Mr. Frelinghuysen to Mr. Boutwell, February 7, 1884.
115. Mr. Boutwell to Mr. Frelinghuysen, February 11, 1884.
116. Mr. Boutwell to Mr. Frelinghuysen, February 20, 1884.
117. Mr. Boutwell to Mr. Davis, February 23, 1884.
118. Mr. Boutwell to Mr. Frelinghuysen March 31, 1884.
119. Mr. Frelinghuysen to Mr. Boutwell, April 2, 1884.
120. Mr. Frelinghuysen to Mr. Boutwell, April 2, 1884.
121. Mr. Boutwell to Mr. Frelinghuysen, June 28, 1884.

PAPERS

ACCOMPANYING THE REPORT OF THE SECRETARY OF STATE, TRANSMITTING THE CORRESPONDENCE OF THE FRENCH AND AMERICAN CLAIMS COMMISSION, IN RESPONSE TO THE RESOLUTION OF THE HOUSE OF REPRESENTATIVES OF JANUARY 9, 1885.

No. 1.

[Translation.]

Mr. Outrey to Mr. Evarts.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, August 23, 1880.

Mr. SECRETARY OF STATE:

I have the honor to inform you that, in execution of the convention of the 15th January last, M. de Geofroy, minister plenipotentiary of the first class, has been designated by the French Government to exercise the functions of commissioner in the Commission charged with settling the Franco-American claims. By the same decree Mr. Lanen, consul of the first class, has been appointed agent, and Mr. de Chambrun counsel of France before that Commission.

In order not to depart from the spirit of the Convention, the compensation of M. de Geofroy shall be the same as that fixed by Congress for the commissioner of the United States, namely, 40,000 francs. I cannot, however, fail to observe to you that, according to our several conversations previously held on this subject, we had thought that the sum of 50,000 francs would have been adopted; therefore M. de Freysinet expresses some regret that the appropriation bill should have established a reduced limit of $8,000, seeing that it also has to be applied to the Brazilian commissioner as well as to that of the United States, without leaving any latitude for giving, as far as possible, to the three delegates positions really equivalent from a material point of view. In directing me to address this communication to you, the minister of foreign affairs charges me to ask you if the sum set apart as the allowance by the United States to the third commissioner is to be considered as definitely fixed. Perhaps, when we become acquainted with the exact situation of the commissioner, you may judge it opportune to arrive at an understanding for the purpose of according to him a supplementary concession, justified by the exceptional circumstances in which an agent sent so far from his country on a temporary mission would find himself placed.

Accept, Mr. Secretary of State, &c.,

MAX. OUTREY.

Hon. WM. M. EVARTS,
Secretary of State.

No. 2.

Mr. Evarts to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, October 7, 1880.

SIR: I have the honor to inform you that the President has named Asa O. Aldis, esq., as commissioner on behalf of the United States, under the claims convention of January 15, 1880, between this country and France; and likewise that he has appointed Washington F. Peddrick, esq., as secretary on the part of the United States to the Commission to be organized under the convention in question.

Accept the assurances of my very high consideration.

WM. M. EVARTS.

Mr. MAXIME OUTREY, *&c.*

No. 3.

Mr. Outrey to Mr. Blaine.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, March 24, 1881.

Mr. SECRETARY OF STATE:

The French commissioner in the French-American Claims Commission informs me that, in pursuance of a recent decision of the ministry of foreign affairs at Paris, Mr. Paul Dejardin, consul at Charleston, has been appointed agent of the French Government in that Commission, *vice* Mr. Laneu.

In accordance with the desire expressed by Mr. de Geofroy, I have the honor to bring this change to your notice, begging you to be pleased to take the measures necessary to cause Mr. Dejardin to be recognized in his new capacity.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

MAX. OUTREY.

Hon. JAMES G. BLAINE,
Secretary of State of the United States.

No. 4.

Mr. Blaine to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, March 28, 1881.

SIR: I have the honor to acknowledge the receipt of your note of the 24th instant, in which you inform me that the minister of foreign affairs of France has designated Mr. Paul Dejardin, consul at Charleston, to act as agent of your Government, before the French and American Claims Commission, in place of Mr. Laneu.

Accept, sir, a renewed assurance of my highest consideration.

JAMES G. BLAINE.

Mr. MAXIME OUTREY, *&c.*

No. 5.

Mr. Outrey to Mr. Blaine.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, November 18, 1881.

Mr. SECRETARY OF STATE:

In the month of February last Mr. Isaac Taylor presented a memorial to the French and American Claims Commission. The object of that paper was to induce that Commission to examine a case in which certain merchandise, alleged to be American, had been seized by a French vessel of war, the said merchandise having been shipped in 1870 on board of the Magdalena, a German vessel about to sail from New York for Bremen.

This case having been decided in France by the prize court, and afterwards, on appeal by the council of state, the agent of the French Government before the Commission has invoked the stipulations of Article II of the convention of January 15, 1880, requesting the agent of the United States Government to withdraw it before action in the case is taken by the Commission.

On the 27th of June last Mr. Boutwell addressed to Mr. Grimaud de Caux a note written by Mr. O'Connor, from which it appears that the objections raised by our agent do not seem to be approved by the legal adviser of the Department of State. The question of principle which is raised by this circumstance may have such serious consequences, as regards the ulterior enforcement of the stipulations of the convention, that I deem it my duty to call your most serious attention to the difference of opinion existing between our agents.

As Mr. O'Connor very correctly remarks in his aforesaid note, "any international question that might or may arise as to the true interpretation of the treaty should be dealt with directly by and between the diplomatic representatives of the respective Governments," and this is precisely the case that now presents itself; it is therefore absolutely necessary that we should exchange our views in order to be able to settle this difference.

Mr. O'Connor commits the first error in his note by stating that the claims are not necessarily presented to the Commission by the respective Governments on behalf of their citizens, but that they may be presented directly by the claimants themselves. Articles 5 and 6 of the convention absolutely exclude this view of the case. The appointment of agents, whose mediation is solicited for the presentation of claims, is designed for the very purpose of securing to both Governments an efficient examination of their nature and legality.

As to the opinion that the Commission may be compared to a Federal court, it seems to me to be equally erroneous. The Federal courts, if I am not mistaken, are governed by the Constitution and the general laws of the country, which laws have provided means for rectifying any errors that they may make, either in respect to jurisdiction or to competence; whereas the Commission is an exceptional tribunal, having a special duty to perform, which is determined by the convention itself. In investing the Commisson with absolute powers, and in according to its decisions a character of finality from which there is no appeal, the two Governments intended that those powers should be exercised only within the rigorous limits fixed by them, and they have never dreamed of authorizing the Commissioners to enlarge their sphere of action by leaving the interpretation of the clauses of the treaty to them. Mr.

Boutwell has already recognized this principle in several instances, when he has referred to the Department of State for the elucidation of doubtful points, and I take pleasure in testifying that the Department has never sought to avoid the responsibility of expressing its opinion with regard to true meaning of certain of the terms of the convention of January 15, 1880.

This general rule being established, it remains for us to examine the special case submitted to our consideration.

Article II of the convention of January 15 was drawn up with particular care, and it seems strange that there should be any difference of opinion as to the meaning of its provisions. Since claims arising from damage caused by acts of war are not governed by precise laws their settlement varies according to countries and circumstances; it is, however, in all cases, subjected to such conditions as it pleases the Governments concerned to establish.

Now, during the negotiation of the convention of 1880, it was well understood that neither of the contracting parties would consent to any revision of decisions pronounced within its territory by competent authorities in any form whatever. In order to meet such a case, Article II formally and explicitly provides that the Commission shall not decide any claim that either Government has already caused to be settled, either diplomatically, judicially, or otherwise, by competent authorities.

According to our view, the case of the Magdalena has been judicially settled, since it has been passed upon by two bodies invested with judicial powers. I am aware that different doctrines have been laid down with regard to the weight to be attached to the decision of prize courts; it does not seem to me, however, that this is a proper time for the discussion of those doctrines, for even admitting for the moment that the case of the Magdalena is not to be considered as having been judicially decided, it cannot be denied that it comes under the head of those which have been otherwise decided by competent authorities.

I have every reason to believe, judging from the conversation which I had the honor to have with you yesterday, that you will share this view, and I therefore beg you to instruct your agent to withdraw this case, as one of which the commission is not competent to take cognizance. A speedy decision in this matter is highly important for the avoidance of a serious conflict, which might arise if this Commission, having a case brought before it in which it has no jurisdiction, should consider itself thereby authorized to decide such case.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

MAX. OUTREY.

Hon. JAMES G. BLAINE,
Secretary of State of the United States.

No. 6.

Mr. Blaine to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, December 17, 1881.

SIR: Referring to your note of the 18th ultimo in relation to the case of Isaac Taylor, a citizen of the United States, which was presented to the American and French Claims Commission in February last, and to

the several conversations which we have had upon the subject, I have the honor to state that after such consideration as I have been able to give to the question, I have reached the conclusion that that claim, because of the antecedent proceedings by the competent authorities of France of which it has been the subject, is not properly within the cognizance of the Mixed Commission established under the provisions of the convention of the 15th of January, 1880, between the two Republics.

In accordance, therefore, with this determination the agent and counsel on the part of the United States will be instructed to withdraw the claim of Mr. Isaac Taylor from the further consideration of the Commission.

In taking this view of the question involved in the claim referred to, I am influenced in no small measure by the earnest desire felt by this Government to give full effect to the spirit no less than to the letter of the second article of the convention, and by thus withholding from the cognizance of that international tribunal any claim which may have already been made the subject of inquiry and determination by the competent authorities of France, avoid any occasion for making the competency of such proceedings the subject of question or review. That the French Government, animated by a like disposition, will pursue a similar course with regard to any claims presented for the consideration of the Commission on behalf of citizens of France against the United States which shall be found to have already been inquired into and decided either diplomatically, judicially or otherwise by the competent authorities of of the United States, I do not allow myself to doubt.

I have also to request that you will convey to your Government the distinct understanding of that of the United States, that in regard to the merits of Mr. Taylor's claim and also with respect to any other remedy that he may deem open to him, the present measure of withdrawing the claim from the consideration of the Mixed Commission is not to be taken as any expression of opinion against the justice of the claim, nor to be hereafter urged in bar of any other remedy he may seek to avail himself of, nor in any manner to prejudice his rights in relation to the claim in question.

I avail myself of this occasion to renew to you, sir, the assurances of my highest consideration.

JAMES G. BLAINE.

Mr. MAXIME OUTREY, *&c.*

No. 7.

Mr. Outrey to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, December 21, 1881.

Mr. SECRETARY OF STATE: In reply to certain observations which were addressed to him by me on the 18th ultimo, relative to a claim which Mr. Isaac Taylor desired to lay before the French and American Commission, your predecessor did me the honor to write me, on the 17th instant, that after a careful examination of the question, he had reached the conclusion that the spirit and letter of Article II of the convention of January 15, 1880, did not allow the admission of the competence [illegible] said Commission in that matter. He consequently informed me [illegible] ructions had been sent to the agent and counsel of the United [illegible] withdraw the claim of Isaac Taylor.

That decision was, nevertheless, adopted under certain conditions. Mr. Blaine wished to have it distinctly understood between the two Governments that the measure which he had taken did not imply the expression of any opinion with regard to the justice or the merits of the claim itself; that it could not be made the ground of any legal objection in case the claimants should have recourse to other means of action, and finally that it could in no wise prejudice any rights that they might consider themselves to have.

After having referred the matter to Paris, I am happy to be able to inform you that my Government gives its adhesion to these conditions, that is to say, that it admits that the fact of the withdrawal of the claim of Isaac Taylor in no wise prejudices the substance of that claim, whose validity, whatever that may be, remains precisely what it was before this incident occurred.

I need not add that, on our part, we shall strictly observe the case arising, the legal interpretation given, by mutual consent, to Article II of the convention of January 15, 1880.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

MAX. OUTREY.

Hon. FREDERICK T. FRELINGHUYSEN,
Secretary of the United States.

No. 8.

Mr. Frelinghuysen to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, January 3, 1882.

SIR: I have the honor to acknowledge the receipt of your note of the 21st ultimo, communicating with respect to the effect of the withdrawal of the claim of Mr. Isaac Taylor from the consideration of the French and American Claims Commission.

Accept, &c.,

FRED'K T. FRELINGHUYSEN.

Mr. MAXIME OUTREY, *&c.*

No. 9.

Mr. Frelinghuysen to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, February 7, 1882.

SIR: Referring to your note of the 21st of December last, in which you were so good as to say that the Government of the French Republic would, on its side, observe the legal interpretation given by common accord to Article II of the convention of the 15th of January, 1880, I have now the honor to inclose a list of cases which are reported to me by the assistant counsel of the United States, as coming within the rule adopted by common consent, and I beg to ask that instructions may be given to the agent for France to have these cases dismissed in whole or in part according to the statements in the accompanying list.

It is understood, of course, that further and other motions for dismissal may be made on either side hereafter, as the pleadings or proof may disclose that claims come within the operation of Article II, as mutually construed.

Accept, sir, &c.,

FRED'K T. FRELINGHUYSEN.

Mr. MAXIME OUTREY, *&c.*

No. 10.

[Translation.]

Mr. Outrey to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, February 9, 1882.

Mr. SECRETARY OF STATE:

I have received the letter which you did me the honor to address to me under date of the 17th instant, requesting the withdrawal of a certain number of claims against the United States Government, which are now on the docket of the French and American Commission. That letter was accompanied by a list presented on the 25th of January by the assistant counsel of the American Government, showing the cases which, as is stated, that Commission, according to Article II of the convention of January 15, 1880, is not competent to examine.

I have transmitted these documents to the agent of the French Government, who has special charge of the presentation of the claims of our citizens, requesting him to come to an understanding with Mr. Boutwell or his assistant for the elucidation of the facts, and I do not for an instant doubt that he will speedily withdraw such as have already been settled.

The understanding which was reached in December last between the Government of the United States and that of France in regard to the precise meaning of the stipulations of Article II of the convention leaves no room for the supposition that there can be any difference of opinion between the agents of the two countries as to the principles whereby they are to be guided. It will, I think, be sufficient for them to communicate to each other the documents on which their responsibility is to rest. If, however, any disagreement shall arise, it will be the duty of Mr. Grimaud de Caux to inform the legation of the reasons thereof, and I shall not fail in that case to confer with the Department of State.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

MAX. OUTREY.

No. 11.

Mr. Frelinghuysen to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, February 18, 1882.

SIR: Referring to our recent correspondence in reference to the dismissal of such of the claims now pending before the French and American Claims Commission as may be found from time to time to come within the operation of Article II of the convention of January

15, 1880, as mutually construed, I now have the honor to request that appropriate action may be taken by your legation in reference to the cases of Jules Perrodin, No. 90, and of G. A. Le More, No. 211, which are referred to in the accompanying papers.

Accept, &c.,

FRED'K T. FRELINGHUYSEN.

Mr. MAXIME OUTREY, *&c.*

No. 12.

[Translation.]

Mr. Outrey to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, February 22, 1882.

Mr. SECRETARY OF STATE:

I have received the letter which you did me the honor to address to me on the 18th of this month, wherewith you transmitted to me various documents relative to the claims of which Messrs. Boutwell and John Davis ask the withdrawal as coming within the scope of the second article of the convention of 15th January, 1880. As I had already previously done with regard to the list which you sent me on the 7th of this month, I now send these documents to Mr. Grimaud de Caux, charging him to come to an understanding with the agent of the Government of the United States before the Commission.

Permit me to embrace this fresh occasion to call your attention to the erroneous impression which seems to exist in the mind of Mr. Boutwell concerning the part to be taken by the Department of State and the legation of France in the application of the second article in question.

According to the principles established by common consent, as is witnessed by the notes exchanged on the 18th of November and the 17th and 21st of December, 1881, the interpretation of the clauses of the treaty belong to the two contracting Governments and not in any way to the Commission, from which it follows that in case of disagreement between the respective agents before the Commission, the question should be laid before the two Governments, but this arrangement cannot have the effect of discharging the agents from the obligation of giving joint consideration to the difficulties which may arise. It is, therefore, only in the event of its being impossible for them to reach an agreement that they should make reference to us, and then it is indispensable that they should lay before us the objections raised on either hand.

Now, I see nothing in the letters of Mr. Boutwell or in the papers therewith which can enlighten us as to the causes of disagreement.

I am convinced, Mr. Secretary of State, that after having examined the question you will recognize that any other manner of proceeding can only lead to delays and perhaps regrettable confusion. I should, therefore, be very glad should you deem it opportune to instruct the agent of the Government of the United States to be pleased hereafter to address himself first to the agent of the Government of France, as the latter has himself done to Mr. Boutwell in the case of Isaac Taylor.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

MAX. OUTREY.

Hon. FREDERICK T. FRELINGHUYSEN.

No. 13.

Mr. Frelinghuysen to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, February 28, 1882.

SIR: Acknowledging the receipt of your note of the 22d instant, I have the honor to inform you that I fully concur in your suggestions as to the best method of proceeding in the class of cases pending before the French and American Claims Commission, which come within the principle of the case of Isaac Taylor, as mutually agreed upon between the two Governments, and that I have accordingly instructed Mr. Boutwell to confer with the agent of France in regard to such cases, and to arrange all that can be arranged in that way, without reference to diplomatic means.

Accept, &c.,

FRED'K T. FRELINGHUYSEN.

Mr. MAXIME OUTREY, *&c.*

No. 14.

Mr. Outrey to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, May 8, 1882.

Mr. SECRETARY OF STATE:

On the 28th of February last the majority of the Commission entrusted with the settlement of French and American claims rendered a decision worded as follows in regard to the claim of one Chourreau:

> In this case upon the facts before us we are not prepared to hold that at the time of the burning of the cotton the place was within the territorial jurisdiction of the United States, and therefore the claim is disallowed.
>
> BARON DE ARINOS.
> A. O. ALDIS.

To understand that decision it should be said that the place where arose the damage for which M. Chourreau was asking redress was situated within the territory of the Confederate States.

The agent of the United States has proposed to give to this decision the character of a general rule, and as early as the 14th of March he submitted to the Commission for its approval, the following motion:

> The Government of the United States is not liable for a loss of property if the property at the time the loss occurred was not within the territorial jurisdiction of the United States.

No serious objection would have been made to that proposition if their true meaning had been left to the words "territorial jurisdiction," but their sense was completely distorted in setting forth that at the time of the rebellion the Southern States were withdrawn from the territorial jurisdiction of the United States up to the time the Federal courts had there resumed their full exercise.

According to this strange doctrine the jurisdiction of the Commission would be limited to certain geographical boundaries arbitrarily established in accordance with vague and undefined interpretations. Beyond these limits damages, even though they were caused by the Federal authorities of the United States, would not give rise to indemnity.

The Commission first established this rule from the moment when it rejected the claim of Chourreau without examining it on its merits and solely on the ground of the locality where the damage occurred.

Therefore the meaning attributed to the words "territorial jurisdiction" was not doubtful, and being thus understood Article I of the convention, designed principally to settle the French claims left in abeyance during so many years, had for effect to suppress them almost wholly.

Within these terms we are authorized to assert that the interpretation, adopted by the majority of the Commission and supported by Mr. Boutwell, is contrary to the spirit of the convention, and that it conflicts with the manifest intention of the contracting parties.

The consequences which it entails were too serious for the agents of the French Government to allow it to pass without protest; thus in resting upon a difference in the wording between the English and French text, a difference of which an attempt was made to take advantage, they requested the Commission to refer it to the high contracting parties, and until they should have come to an understanding as to the exact meaning of Article I of the convention, to suspend the examination of any affair coming within the category pointed out by the motion of Mr. Boutwell.

The Commission acceded to this proposition, and it is thus that we have been led to try to find out the way to settle the conflict.

I was happy to observe during our last interview that we appreciated the facts in the same way, and in conformity with our agreement I have the honor of addressing you the present letter to define our view.

According to us, the Government of the United States never having lost the right to exercise jurisdiction in all the States forming the Federal Union, the words "territorial jurisdiction," in contradistinction with the word "territory," could not have a restrictive meaning; consequently, whatever may have been the reasons for that they do not occur in the French text, the use of these words in the English text should not exclude the claims founded in damages caused by civil or military authorities within the boundaries of the territory of the States in rebellion. In other words, the fact that damage was inflicted in the Confederate States, where the operation of Federal justice was momentarily suspended, could no have any influence on the validity of the claim, and that claim should be determined on its own merits, without being restricted by any question of locality, the Southern States not more than the Northern States ever having ceased to constitute a portion of the territory of the United States.

This interpretation of the English and French texts gives Article I of the convention of the 15th of January, 1880, its true meaning. It agrees with the spirit of the convention and it re-establishes that perfect equality of treatment which the contracting parties have always kept in mind.

If, as I am confident, our views agree fully with those you expressed on last Friday, I should be obliged if you would be good enough to acknowledge the receipt of this letter in stating plainly the understanding arrived at between us. As soon as yours is received I consider that it would be proper to communicate to the Commission a copy of the correspondence interchanged on this subject in order that it may be inspired with the interpretation adopted by common consent.

Please accept, Mr. Secretary of State, the assurances of my very high consideration.

MAX. OUTREY.

Hon. FREDERICK T. *FRELINGHUYSEN.*

No. 15.

Mr. Frelinghuysen to Mr. Outrey.

DEPARTMENT OF STATE,
Washington, May 9, 1882.

SIR: I have the honor to acknowledge the receipt of your note of the 8th of May, 1882, in relation to the interpretation of the treaty between the United States and France, concluded January 15, 1880, which was referred to the two Governments by the Commission.

Without assenting to the inference which possibly might be drawn from some non-essential observations of your note, I find that we are in substance agreed as to the correct interpretation of that portion of the treaty to which this correspondence relates, and which was the subject of our conversation.

I am glad, in compliance with your request, to state the understanding arrived at between us. The examination which I have made of the negotiations preliminary to the treaty, and of each text, convince me that the words "territorial jurisdiction," when used in the first article of the treaty, were intended to have the force of the word "territory," which is in fact used in the French text. So far as the decision in the Chourreau case was in conflict with this definition of the words "territorial jurisdiction" as being synonymous with the word *territoire* in the French text, it failed to carry out the purposes of the two Governments and should be corrected.

I desire, however, in order that it may be a complete understanding on this point, to state that I do not express any opinion as to the validity of claims which arose in that part of the territory of the United States which was in rebellion at the time the claims are alleged to have arisen, but leave such claims to be decided in each case by the Commission in accordance with the rules of public law, of justice, and of equity; the interpretation now given to the treaty not adding force to claims which, measured by those rules, may be invalid.

Accept, &c.,

FRED'K T. FRELINGHUYSEN.

Mr. MAXIME OUTREY.

No. 16.

Mr. Frelinghuysen to Mr. Roustan.

DEPARTMENT OF STATE,
Washington, August 1, 1882.

SIR: With reference to previous correspondence on the same subject, I now have the honor to acknowledge the receipt of your note of the 20th ultimo, in regard to the proposed Paris Conference relative to the protection of submarine cables, in which you advise me of Mr. Freycinet's proposition that the 16th of October next be designated as the day for the opening of the sessions of the Conference, both for the convention relative to electrical unities and for that concerning the protection of submarine cables, and inquire whether the date named is acceptable to this Government.

In reply I have the honor to inform you that I cannot yet definitely answer your communication, for the reason that it cannot be known whether this country will be represented at the proposed Conference until the appropriation bills now pending in Congress shall have been acted upon.

Assuring you that the matter will receive my early attention, I beg you to accept, sir, a renewed assurance of my highest consideration.

FRED'K T. FRELINGHUYSEN.

Mr. THEODORE ROUSTAN.

No. 17.

Mr. Frelinghuysen to Mr. Roustan.

DEPARTMENT OF STATE,
Washington, December 29, 1882.

SIR: I have the honor to suggest that now that the ratifications of the convention of the 19th of July last, between the United States of America and France, have been duly exchanged, it would be proper that the two Governments interested should communicate to His Majesty the Emperor of Brazil their desire to have the services of Baron d'Arinos as third commissioner continued for the term for which the Commission has been extended by the treaty in question.

I therefore submit herewith for your consideration a form of an identic note on the subject to be addressed by the respective diplomatic representatives of the United States of America and France, at Rio Janeiro, to the Brazilian minister of foreign affairs.

Accept, &c.,

FRED'K T. FRELINGHUYSEN.

[Inclosure.]

Form of identic note.

LEGATION OF RIO JANEIRO, 1883.

Minister of Foreign Affairs of Brazil:

SIR: At the instance of my Government I have the honor to inform you that the 28th December, 1882, the ratifications were duly exchanged of a supplementary convention concluded on the 19th of July, 1882, between the United States of America and the French Republic, extending the term of the duration of the Commission organized under the convention of January 15, 1880, for the settlement of the claims of the citizens of either country against the Government of the other.

By this supplementary convention the term of the Commission is prolonged until the first of July, 1883, subject to be still further extended by any interruption caused by the absence or disability of any of the commissioners for a period not exceeding, in any event, three months.

I have the honor to inform you that in view of the conclusion of this supplementary convention, my Government has instructed me to express to His Majesty the Emperor of Brazil, its earnest desire for a continuation of the acceptable services of Baron d'Arinos as commissioner for the remainder of the term of the Commission as extended by the supplementary convention in question.

No. 18.

[Translation.]

Mr. Roustan to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, January 3, 1883.

Mr. SECRETARY OF STATE:

You did me the honor, on the 29th of December last, to send me the draft of an identical note which the Federal Government proposes to address, in conjunction with the French Government, to His Majesty the Emperor of Brazil, requesting him to give Baron d'Arinos, third commissioner of the Commission appointed for the settlement of French and American claims, the powers which he needs in order to be enabled to discharge his functions until July 3, 1883, which is the term fixed by the supplementary convention of extension recently concluded by the Government of the United States and that of the French Republic.

I at once submitted this draft to the minister of foreign affairs at Paris, and I feel convinced that after he shall have taken cognizance thereof he will not fail to instruct the minister of France at Rio Janeiro to communicate that document to the minister of foreign affairs of Brazil, after having come to an understanding with the diplomatic representative of the United States Government.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

TH. ROUSTAN.

Hon. F. T. FRELINGHUYSEN.

No. 19.

[Telegram.]

Mr. Roustan to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, February 5, 1883.

The MINISTER OF FOREIGN AFFAIRS *at Paris*
To Mr. ROUSTAN, *Minister of the French Republic at Washington:*

M. de Geofroy announces to me, in conjunction with his colleagues, that it is absolutely necessary that the powers of the Commission of Indemnities be again extended, in order that it may be able to accomplish its task. The Washington Cabinet accepts March 1 as the date of this second extension. It is, moreover, necessary that an understanding be reached, in view of the speedy termination of the session of Congress. In this state of things, I hereby authorize you to sign, with the Government of the United States, a convention fixing the 1st of March, 1884, as the date of the termination of the labors of the Commission. Your full powers will be sent to you by the next mail. Be pleased to advise M. Geofroy.

I certify the foregoing to be a correct copy.

TH. ROUSTAN,
Minister of France.

No. 20.

Mr. Frelinghuysen to Mr. Roustan.

DEPARTMENT OF STATE,
Washington, February 24, 1883.

SIR: I have the honor to inform you that the Senate of the United States has consented to the ratification of the convention concluded on the 8th instant, for extending the term of the French and American Claims Commission, with the following amendment, viz:

Article I, paragraph 3, after the word "death," at the end of line 2, insert the word "or," and in lines 3 and 4 strike out the words "retirement or cessation of the functions."

Requesting you to do me the favor of advising me at your earliest convenience as to the views of your Government in regard to the proposed amendments, I beg you to accept, sir, a renewed assurrance of my highest consideration.

FRED'K T. FRELINGHUYSEN.

Mr. THEODORE ROUSTAN.

No. 21.

[Translation.]

Mr. Roustan to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, March 7, 1883.

Mr. SECRETARY OF STATE:

The note which you did me the honor to address to me on the 29th of December last contained a draft of an identical note which your Government proposed should be sent simultaneously, by the representatives of the United States and of France at Rio Janeiro, to the Brazilian minister of foreign affairs, for the purpose of requesting the Emperor Dom Pedro to be pleased to allow Baron d'Arinos, the third commissioner, to continue his services to the French American Claims Commission for the term for which that Commission has been extended by treaty.

I have the honor to inform you that the Government of the French Republic has acted upon your suggestion, and that it has sent the note, of which a copy is inclosed, to the Brazilian Government.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

TH. ROUSTAN.

Hon. FREDERICK T. FRELINGHUYSEN,
Secretary of State of the United States, Washington.

[Inclosure.]

The MINISTER *of the French Republic at Rio de Janeiro*
To his Excellency the MINISTER OF FOREIGN AFFAIRS *of Brazil:*

SIR: In pursuance of instructions received from my Government, I have the honor to inform you that, on the 28th of December, 1882, the ratifications were exchanged of an additional convention which was concluded on the 19th of July, 1882, between

the United States of America and the French Republic, for the purpose of extending the period of service of the Commission appointed in pursuance of the convention of January 15, 1880, for the settlement of certain claims of the two nations. This additional convention extends the term of the Commission until July 1, 1883, which term may be extended in consequence of any interruption resulting from the absence or inability to act of one of the commissioners, but for a period which, according to the original treaty, is in no case to exceed three months.

Owing to the conclusion of this additional convention, my Government has instructed me to express to His Majesty the Emperor of Brazil its earnest hope that the highly esteemed services of Baron d'Arinos as third commissioner may be continued during the time which the Commission has been extended.

No. 22.

[Translation.]

Mr. Roustan to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, May 16, 1883.

Mr. SECRETARY OF STATE:

I have just received a dispatch from the ministry of foreign relations which directs me to inform the Government of the United States that M. Albert Lefaivre, consul-general of France at New York, has been appointed commissioner of the French Government for the French American Claims Commission in the place of Mr. de Geofroy.

Mr. Challemel Lacour adds that Mr. Lefaivre has received orders to be in Washington on Monday next, the 21st of this month.

I hasten to acquaint you with this information.

Accept, Mr. Secretary of State, the assurances of my very high consideration.

THEO. ROUSTAN.

Hon. FREDERICK T. FRELINGHUYSEN,
Secretary of State of the United States, Washington, D. C.

No. 23.

Mr. Davis to Mr. Roustan.

DEPARTMENT OF STATE,
Washington, May 19, 1883.

SIR: In acknowledging the receipt of your note of the 16th instant, informing this Department of the appointment of Mr. Albert Lefaivre as commissioner of your Government on the French and American Claims commission in place of Mr. de Geofroy, I have to express the regret with which this Department, owing to the very agreeable official and personal relations he has so long sustained with it, has learned of his intended departure.

Accept, sir, &c.,

JOHN DAVIS,
Acting Secretary.

Mr. THEODORE ROUSTAN, *&c.*

No. 24.

Mr. Frelinghuysen to Mr. Denaut.

DEPARTMENT OF STATE,
Washington, December 27, 1883.

SIR: I have the honor again to refer to the claims pending before the French and American Claims Commission in regard to which correspondence has taken place between Mr. Outrey, Mr. Roustan, and this Department, and which I hold to fall within the principle agreed to by the two Governments in the case of Isaac Taylor against the Republic of France, pursuant to which the cases of Taylor and others were withdrawn from the Commission by this Government, and various cases against the United States were afterwards withdrawn by the agent of France. The case of G. A. Le More & Co. *vs.* The United States, No. 211 on the docket of the Commission, is founded upon the following facts:

The claimants allege that they owned a large number of bales of cotton, situated in Louisiana, which were seized by the fleet under Admiral Porter and taken to Cairo. Thereafter judicial proceedings were begun in the district court of the United States, and the case was carried on appeal to its ultimate resort in the Supreme Court of the United States, the decision in each instance being adverse to the interests of the Messrs. Le More.

While the proceeding was in the nature of an action *in rem*, it is a well-known fact, and appears in the records of this Department and of the court, that the claimants were represented by counsel at every stage.

While the case was still pending, the representatives of the French Government in Washington, and the Messrs. Le More directly, endeavored to obtain a consideration of their claim by this Department. This request was uniformly declined, and it was held that the claimants should first exhaust their legal remedies before appealing to diplomatic action. After the case had been decided in the Supreme Court, a motion for a rehearing was made by the claimant's counsel on the ground of an alleged error in the record prejudicial to the claimant's rights, which motion was refused; and a subsequent request having been made to this Department to reconsider the case diplomatically on the ground of a failure of justice to the parties, an adverse decision was rendered, as nothing was found in the proceedings authorizing a recourse to the executive branch of the Government.

This claim, therefore, does not differ in principle from that of Taylor, and, in fact, it appears even more clearly to have been finally disposed of judicially by competent authority.

The claim of Mr. Taylor was founded upon the seizure by a French cruiser of petroleum owned by him, laden upon a German vessel called the Magdalena, and Mr. Outrey, in his note of November 18, 1881, says:

> This case having been decided in France by the prize court, and afterwards, on appeal, by the council of State, the agent of the French Government before the Commission has invoked the stipulations of Article II of the convention of January 15, 1880, requesting the agent of the United States Government to withdraw it before action in the case is taken by the Commission.

And, further:

> In investing the Commission with absolute powers and in according to its decisions a character of finality from which *there is no* appeal, the two Governments intended

that those powers should be exercised only within the rigorous limits fixed by them, and they have never dreamed of authorizing the commissioners to enlarge their sphere of action by leaving the interpretation of the clauses of the treaty to them.

Now, during the negotiation of the convention of 1880, it was well understood that neither of the contracting parties would consent to any revision of decisions pronounced within its territory by competent authorities in any form whatever. In order to meet such a case, Article II formally and explicitly provides that the Commission shall not decide any claim that either Government has already caused to be settled either diplomatically, *judicially*, or *otherwise by competent* authorities. According to our views the case of the Magdalena has been judicially settled, since it has been passed upon by two bodies invested with judicial powers. I am aware that different doctrines have been laid down with regard to the weight to be attached to the decisions of prize courts; it does not seem to me, however, that this is a proper time for the discussion of those doctrines, for, even admitting, for the moment, that the case of the Magdalena is not to be considered as having been judicially decided, it cannot be denied that it comes under the head of those which have been otherwise decided by competent authorities.

On the 17th December, 1881, Mr. Blaine wrote to Mr. Outrey, stating—

That after such consideration as I have been able to give to the question I have reached the conclusion that that claim, because of the antecedent proceedings by the competent authorities of France, of which it has been the subject, is not properly within the cognizance of the Mixed Commission, established under the provisions of the convention of the 15th of January, 1880, between the two republics.

And he further stated that the agent and counsel on the part of the United States would be instructed to withdraw the claim of Taylor, and that in taking this view of the question he (Mr. Blaine) was—

Influenced in no small measure by the earnest desire felt by this Government to give full effect to the spirit, no less than to the letter of the second article of the convention, and by thus withholding from the cognizance of that international tribunal any claim which may have already been made the subject of inquiry and determination by the competent authorities of France, avoid any occasion for making the competency of such proceedings the subject of question or review. That the French Government, animated by a like disposition, will pursue a similar course with regard to any claims presented for the consideration of the Commission on behalf of citizens of France against the United States, which shall be found to have already been inquired into, and decided either diplomatically, judicially, or otherwise by the competent authorities of the United States, I do not allow myself to doubt.

On the 21st December, 1881, Mr. Outrey wrote me as follows:

I need not add that on our part we shall strictly observe, the case arising, the legal interpretation given by mutual consent to Article II of the convention of January 15, 1880.

Pursuant to the agreement thus arrived at, several cases have been withdrawn. But while the case of Le More & Co. was some time since brought to the attention of Mr. Roustan, and while I understood that our views harmonized, and while several conversations have taken place with regard to it, it appears to be still pending before the Commission, and I am now informed that that body purposes to force it to trial notwithstanding the negotiations which have taken place and the further negotiations which are now pending.

The case is clearly one which has been disposed of by a competent tribunal. It has been decided in regular gradation by the inferior courts of the United States and by its highest court of final resort. This is not denied, and while it has been contended in conversation that the Supreme Court had not jurisdiction of the case, a conclusive answer to this assertion is found in the fact that the very point was made before the court, and the court in terms, and expressly decided that it had jurisdiction over the case. This decision cannot but be regarded as final, and as, to quote Mr. Outrey's words, "during the negotiation of the convention of 1880, it was well understood that neither of the contracting parties would consent to any revision of decisions pronounced within

its territory by competent authorities in any form whatever," and as the case of Le More has been judicially settled, since it has been passed upon by three bodies invested with judicial powers, I have to request that the agent on behalf of the Republic of France before the French American Commission be instructed to withdraw this claim from the consideration of that body.

Be pleased to accept, sir, the renewed assurances of my highest consideration.

FRED'K T. FRELINGHUYSEN.

Mr. HORACE DENAUT.

No. 25.

Mr. Roustan to Mr. Davis.

WASHINGTON, *January* 7, 1884.

MY DEAR MR. DAVIS:

I called at the State Departmentat 1 o'clock for the purpose of giving you some explanations with regard to the situation of the case of Mr. Le More, referring to your letter of to-day.

I thought that you would have received a copy of the letter addressed by Mr. J. Ferry to Mr. Morton on the 27th of December last, but, as I was informed by Mr. Hunter, you have received only an extract from that letter. I therefore send you a copy of its full text, which I have received by telegraph. I will call to-morrow at 11 o'clock, in order to talk with you of this matter, unless you are otherwise engaged.

Truly, yours,

TH. ROUSTAN.

Hon. JOHN DAVIS.

[Inclosure.]

Copy of a letter addressed by Mr. Ferry, president of the council, minister of foreign affairs, to Mr. Morton, minister of the United States, under date of December 27, 1883.

You were pleased to communicate to me on the 22d instant a telegram from Mr. Frelinghuysen, in relation to the claim brought against the United States by Mr. Le More, a French citizen, and laid before the Mixed Commission sitting at Washington. The honorable Secretary of State of the United States desired that the decision of this claim should be postponed, in order that the two Governments might thus be enabled to decide whether it was not proper for it to be withdrawn, according to Article II of the treaty of 1880.

With a view to complying with this desire I at once telegraphed to our commissioner at Washington not to oppose the desired postponement. It appears, however, from Mr. Lefaivre's reply, that by a unanimous decision, after a formal deliberation, the Commission ordered, on the 19th of December, that Mr. Le More's case should be submitted to it on the 28th instant. This decision, in which the American Commissioner acquiesced, as did also the Brazilian commissioner, evidently changes the condition of the question; to the doubts which existed, and which should have inured to the benefit of the claimant, it adds a presumption, and, as it were, a kind of acquired right, of the benefit of which it does not seem possible to deprive him. It does not appear, moreover, by what right one of the two Governments could interfere in order to cause the postponement of a decision adopted by the Commission, which alone has power to decide upon the order in which its work is to be performed. In this state of things, it has seemed proper to me to allow the proceedings to take their own course, the Commission being the proper judge of the question whether Mr. Le More's claim should be withdrawn for a reason based upon Article II of the treaty of 1880, which is the law by which it is governed. I will thank you to inform Mr. Frelinghuysen of the reasons which have prevented me from complying with his request.

No. 26.

Mr. Davis to Mr. Roustan.

DEPARTMENT OF STATE,
Washington, January 7, 1884.

SIR: Referring to the letter which the Secretary of State addressed to Mr. Denaut, on the 27th December last, in reference to the case of G. A. La More & Co., No. 211, before the French-American Claims Commission, I have the honor to request you to instruct the agent on the part of the Republic of France to delay action in the matter before the Commission for the present and until the two Governments shall have finally disposed of the question alluded to in that note.

Accept, sir, the renewed assurance of my high consideration.

JOHN DAVIS,
Acting Secretary.

Mr. THEODORE J. ROUSTAN.

No. 27.

Mr. Roustan to Mr. Frelinghuysen.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, January 11, 1884.

Mr. SECRETARY OF STATE:

After the receipt of the communications which you addressed to this legation on the 27th ultimo and the 7th instant, relative to the Le More case, I had a conversation on Tuesday last with the Assistant Secretary of State, to whom I communicated a letter written by the president of the council to Mr. Morton, on the 27th ultimo, in which the reasons were stated why Mr. Jules Ferry deemed it to be his duty to leave the question to be decided by the Claims Commission.

Mr. John Davis made several observations to me on this subject, especially with regard to the scope which Mr. Ferry seemed inclined to give to the decision of the Commission bearing date of the 19th ultimo, which put the case on the docket for the 28th of that month, and he insisted that the French Government should consent to having this case postponed by the Commission, and that the negotiations should be resumed which took place between us last summer, and at the conclusion of which I addressed a report to my Government relative to the Le More claim. I telegraphed a report of that conversation to Paris, and I now have the honor to communicate to you the reply which I have received on this subject.

The president of the council informs me that the observations presented by the United States Government, which are reproduced in my report of last year, have not dispelled the doubts which exist in the mind of the French Government as to whether Mr. Le More's claim should be considered as having been previously settled.

The president of the council, thinking that the claimant ought to have the benefit of the doubt, does not consider that it would be proper for him to deprive Mr. Le More of the last resort that remains to him. He thinks that under these circumstances, and in view of the difference of opinion on this subject between the two Governments, it is proper

to leave it to the Mixed Commission to decide the question by examining thoroughly, according to Article II of the treaty of 1880, whether Mr. Le More's claim should be decided by it (the Mixed Commission).

I trust, Mr. Secretary of State, that this method of settlement, which leaves the principle of the matter intact, will secure the adhesion of the United States Government.

Be pleased to accept, Mr. Secretary of State, the assurances of my highest consideration.

TH. ROUSTAN.

Hon. FREDERICK T. FRELINGHUYSEN,
Secretary of State of the United States, Washington.

No. 28.

Mr. Frelinghuysen to Mr. Roustan.

DEPARTMENT OF STATE,
Washington, January 15, 1884.

SIR: With reference to previous correspondence on the subject, I have the honor to acknowledge the receipt of your note of the 11th instant, in relation to the case of Le More.

Adding that the Department has communicated with Mr. Morton on the subject, I beg you to accept, sir, a renewed assurance of my highest consideration.

FREDERICK T. FRELINGHUYSEN.

Mr. THEODORE ROUSTAN.

No. 29.

Mr. Morton to Mr. Blaine.

No. 53.] LEGATION OF THE UNITED STATES,
Paris, October 13, 1881.

SIR: At the suggestion of several parties, appointed commissioners at Paris to take testimony in support of certain American claims presented before the Franco-American Commission, and who had been unable to secure the attendance of French witnesses, I addressed a note to Mr. B. St. Hilaire, inquiring if there were no means of compelling the attendance of such witnesses. He replied that he knew of none.

I inclose herewith a copy of my note and also of the answer of Mr. B. St. Hilaire, with a translation of the same. As I understand Mr. Boutwell is desirous of seeing this correspondence, I respectfully suggest that it be communicated to him.

I have, &c.,

L. P. MORTON.

Mr. Morton to Mr. B. St. Hilaire.

LEGATION OF THE UNITED STATES,
Paris, August 16, 1881.

SIR: Information has reached me from several parties, who have been appointed commissioners at Paris for the purpose of receiving testimony in claims brought against the French Government before the Franco-American Claims Commission, sitting in Washington, that many of the witnesses refuse voluntarily to appear. I have to request of your excellency to be so good as to inform me whether such persons can be compelled to appear and testify, and, if so, what steps are to be taken to secure such attendance. I would also be grateful to your excellency to inform me whether it is the purpose of the French Government to have their counsel appear before the commissioners above mentioned, in order to cross-examine the witnesses of the claimants. An early reply to this inquiry by your excellency will be highly appreciated by

Your excellency's most obedient, &c.,

L. P. MORTON.

His Excellency M. B. ST. HILAIRE.
Minister of Foreign Affairs, Paris.

[Translation.]

Mr. St. Hilaire to Mr. Morton.

PARIS, *August* 18, 1881.

SIR: In your letter of the 16th of this month, you have had the goodness to speak of the difficulties which stand in the way of the execution of mandates issued in order to receive, in Paris, depositions in support of American claims, presented to the Mixed Commission in Washington. Several of the witnesses refusing to respond to the summons, which has been addressed to them, you ask whether it is possible to compel them to appear; besides, you express a wish to know, if it enters into our designs, that a French delegate be present at the examinations to proceed, if it is necessary, to a counter-inquest.

I hasten to convey to you the opinion that, to my knowledge, there does not exist in our legislation any text, the provisions of which could be appealed to in order to compel witnesses to comply with a summons which, in this case, does not proceed from a competent judicial authority. The regulations of the Commission at Washington say, moreover:

"Qu'en France, et dans ses possessions, les dépositions pourront être recueillies par toute personne autorisée par les lois françaises à les recevoir pour les tribunaux de juridiction ordinaire."

We do not see in these cases any motive for direct interference in the inquests to which you allude, our agent in the Commission remaining exclusively intrusted with the initiative of measures to be taken during the procedure in the interests of the French Government.

Accept, &c.,

B. ST. HILAIRE.

Mr. L. P. MORTON,
Minister of the United States at Paris.

No. 30.

Mr. Frelinghuysen to Mr. Morton.

[Telegram.]

WASHINGTON, *December* 15, 1883.

MORTON, *Minister, Paris:*

Ask foreign office whether Albert C. Janin has been appointed assistant counsel before the French-American Commission; if not, what his official position there is.

FRELINGHUYSEN.

[Telegram.]

MORTON, *Minister, Paris:*

Ask if Gifford would prefer Basle if it can be arranged; he can keep his present post if he wishes.

FRELINGHUYSEN.

No. 31.

Mr. Frelinghuysen to Mr. Morton.

No. 402.] DEPARTMENT OF STATE,
Washington, December 17, 1883.

SIR: The following telegram was sent to you on the 15th instant:

Ask foreign office whether Albert C. Janin has been appointed assistant counsel before the French-American Commission; if not, what his official position there is.

I am, &c.,

FRED'K T. FRELINGHUYSEN.

LEVI P. MORTON, Esq., *Paris.*

No. 32.

Mr. Frelinghuysen to Mr. Morton.

[Telegram.]

WASHINGTON, *December* 21, 1883.

MORTON, *Minister, Paris:*

Case of Le More, two hundred eleven, before French Commission, under discussion with French minister, being claimed by us as not within jurisdiction of Commission under agreement in case of Taylor against France, minister has not replied to our last communication. Meanwhile, French counsel urge case to trial. Ask that instructions be sent to delay action on this case until after return and conference with Mr. Roustan. Haste is necessary.

FRELINGHUYSEN.

No. 33.

Mr. Morton to Mr. Frelinghuysen.

No. 463.] PARIS, *December* 21, 1883.

SIR: Upon receiving your telegram of the 15th instant, with reference to the official position of Mr. Albert C. Janin before the French and American Commission, application was immediately made to the foreign office for the desired information, and I have this day received an answer, addressed to Mr. Brulatour, the substance of which I have communicated this day by telegraph, stating that Mr. Janin had been recently appointed assistant counsel of the French agency before the Commission.

I inclose herewith copies of your telegram and of mine, with a copy and translation of Mr. Ferry's note.

I have, &c.,

LEVI P. MORTON.

[Translation.]

Mr. Ferry to Mr. Brulatour.

PARIS, *December* 20, 1883.

SIR: By your letter of the 17th instant, you have, in behalf of your Government, expressed the desire of knowing what is exactly the position of Mr. Albert Janin with the Commission of the Franco-American Claims at Washington.

I hasten to inform you that Mr. Albert Janin has recently been appointed assistant counsel of the French agency near the aforesaid Commission.

Please receive, &c.,

JULES FERRY.

Mr. BRULATOUR,
Chargé de Affaires of the United States.

[Telegram.]

Mr. Frelinghuysen to Mr. Morton.

MORTON, *Minister, Paris:*

Ask foreign office whether Albert C. Janin has been appointed assistant counsel before the French-American Commission; if not, what his official position there is.

FRELINGHUYSEN.

Received, Paris, December 15.

[Telegram.]

Mr. Morton to the Secretary of State.

FRELINGHUYSEN, *Secretary, Washington:*

I am informed officially that Mr. Albert C. Janin has recently been appointed assistant counsel of the French agency before the Franco-American Commission.

MORTON,
Minister.

PARIS, *December* 21, 1883.

No. 34.

[Telegram received.]

Mr. Morton to Mr. Frelinghuysen.

PARIS, *December* 28, 1883.

FRELINGHUYSEN, *Secretary, Washington:*

French minister answers to-day your request to delay trial of case of Le More before Mixed Commission that he is informed the Commission decided unanimously on the 19th to try the case on the 28th, and that American commissioner and Brazilian umpire agreed to this.

MORTON,
Minister.

No. 35.

Mr. Morton to Mr. Frelinghuysen.

No. 467.] LEGATION OF THE UNITED STATES,
Paris, January 3, 1884.

SIR: Referring to your telegram received on the 21st ultimo, requesting me to apply for delay in the trial of the case of Mr. Le More, pending before the Franco-American Commission, which application was

made the same day in writing and verbally, I have the honor to send herewith copy and translation of the answer of the minister of foreign affairs.

This answer reached me on the 28th ultimo, after our bags were closed. Its substance was immediately telegraphed to you.

I also inclose copies of the telegram received, and of my telegraphic response.

I have, &c.,

LEVI P. MORTON.

[Telegram.]

Mr. Frelinghuysen to Mr. Morton.

MORTON, *Minister, Paris:*

Case of Le More, two hundred eleven, before French Commission, under discussion with French minister, being claimed by us as not within jurisdiction of Commission, under agreement in case of Taylor against France, minister has not replied to our last communication. Meanwhile, French counsel urge case to trial. Ask that instructions be sent to delay action on this case until after return and conference with Mr. Roustan. Haste is necessary.

FRELINGHUYSEN.

WASHINGTON. (Received December 21.)

[Telegram.]

Mr. Morton to the Department of State.

FRELINGHUYSEN,
Secretary, Washington:

French minister answers to-day your request to delay trial of case of Le More before Mixed Commission that he is informed the Commission decided unanimously on the 19th to try the case on the 28th, and that American commissioner and Brazilian umpire agreed to this.

MORTON, *Minister.*

PARIS, *December* 28, 1883.

[Translation.]

Mr. Ferry to Mr. Morton.

PARIS, *December* 27, 1883.

SIR: On the 22d instant you had the goodness to communicate to me a telegram from Mr. Frelinghuysen relative to a claim brought by Mr. Le More, a Frenchman, and taken before the Mixed Commission at Washington. The Secretary of State of the United States wished that the judgment of this claim should be adjourned in order to allow the two Governments to decide whether it should not be withdrawn in virtue of Article II of the treaty of 1880.

In accordance with this desire, I immediately telegraphed to our commissioner at Washington not to object to the proposed adjournment. But it appears from the reply of Mr. Lefaivre that "by unanimous decision of December 19, after formal deliberation, the Commission ordered that the Le More matter should be submitted to it on the 28th instant."

This decision to which the American commissioner adhered, as well as the Brazilian arbitrator, evidently changes the state of the question. As to the doubts which existed, and of which the claimant would have benefited, it adds a presumption and a kind of acquired right, the benefit of which it seems to me impossible to refuse him.

Besides, it is difficult to see what right one of the two Governments has to interfere with the view of postponing the execution of a decision of the Commission, which alone has quality to decide as to the mode of its proceedings.

In this state of things it has appeared to me to be desirable to allow the procedure to pursue its course, the commission remaining judge of the question whether the

claim should be set aside by virtue of Article II of the treaty of 1880 which for it is law.

I shall be obliged if you will have the goodness to inform Mr. Frelinghuysen with reference to the motives which it seems to me would not allow me to conform to his wishes.

Receive, &c.

JULES FERRY.

Mr. MORTON,
United States Minister at Paris.

No. 36.

Mr. Frelinghuysen to Mr. Morton.

No. 424.] DEPARTMENT OF STATE,
Washington, January 8, 1884.

SIR: Referring to recent telegrams in the cases of Le More & Co., before the French-American Claims Commission, as the negotiations have all taken place here, I send you a short statement of the case, and inclose a copy of my note of the 27th December last to Mr. Denaut, the chargé d'affaires of France at this capital, which will put you in possession of the more important facts.

The case of Taylor against the French Republic was based upon the seizure of a cargo owned by the claimant, an American citizen, shipped upon a German vessel, seized by a French man-of-war, condemed by a French prize court of original jurisdiction, the condemnation being affirmed upon appeal.

The second article of the treaty constitution the French-American Claims Commission excludes from its jurisdiction all claims which "have been already diplomatically, judicially, or otherwise, by competent authorities, heretofore disposed of by either Government."

Mr. Outrey, then representing the French Republic in this country, demanded the withdrawal of the case of Taylor on the ground that it had been judicially disposed of by competent authority.

This contention was admitted by Mr. Blaine, and after some delay and further correspondence the case was witdrawn by the agent on the part of the United States before the Commission, acting upon instructions received from the Department.

Mr. Outrey further agreed for his Government that the same principle should apply to any cases on the part of French citizens against the United States, and pursuant to that agreement several cases have been withdrawn.

The case of G. A. Le More & Co., No. 211, however, is still pending, although the United States request its withdrawal as having been judicially disposed of by competent authority. There has been some conversation on the subject between the French minister, the Secretary and Assistant Secretary of State, and upon the departure of the former upon his leave of absence it was understood, while not expressly agreed, that the case should remain *in statu quo* until he should have communicated, upon his return, the views of his Government upon the propositions advanced by us. Prior to his return, however, the French agent, acting through the counsel of that Republic, pressed the case to trial, and this notwithstanding the fact that he is aware of the contention of this Government, and that there are other cases pending before the Commission ready to be disposed of, so that no delay need occur. The Commission

not having before it any notice that the two Governments agreed to suspend action in the case, naturally proceeded with it and directed that it be set down for a hearing on the 28th ultimo. Thereupon you were requested by telegraph to ask for a delay until the return of Mr. Roustan, who was expected to arrive in Washington within a few days, and who is thoroughly familiar with the case.

I am now in receipt of a note addressed to you by Mr. Ferry, dated the 27th December, in answer to your note based upon my telegram, in which he says that the Commission having decided to proceed with the case—

> This decision evidently changes the state of the question; to the doubts which existed and of which the claimant should have the advantage it adds a presumption, and, as it were, a kind of acquired right of which it does not seem possible to take from him the benefit. On the other hand, it is not apparent by which title one of the two Governments can intervene to cause the postponement of a decision of the Commission, which alone has the power to fix the order of its work. Under these circumstances it appeared to me advisable to allow the proceeding to follow its own course, the Commission remaining the judge of the questions whether the claim of Mr. Le More should be thrown out because of the provisions of Article II of the treaty of 1880, which is the law for it.

This is so entire a change from the position taken by the Government of the Republic of France in the case of Taylor that I cannot but believe that Mr. Ferry is acting under a misapprehension of the facts of the case. In the first place, this Government does not contend that alone it has the right to direct the Commission as to its work, or to demand the suspension of action in a particular case; but it did ask the Government of France to join with it in such a request exactly as the Government of France asked this Government to consent to a suspension of proceedings in the case of Taylor and in the case of Chourreau while diplomatic negotiations were pending, to which request this Government promptly acceded. Nor can I admit that the action of the Commission in proceeding with the consideration of the case submitted to them by the agent of one Government in the absence of any agreement between the two Governments for the suspension of the claim raises any presumption or acts in any way in favor of the claimant. The Commission by that act simply says that it finds a certain case upon its calendar and directs its trial.

The position of Mr. Ferry that the Commission should remain the judge as to its jurisdiction over this case under Article II is directly opposed to the contention of Mr. Outrey, to which the Government assented, and pursuant to which the case of Taylor was withdrawn as stated in his note of November 18, 1881:

> In investing the Commission with absolute powers, and in according to its decisions a character of finality from which there is no appeal, the two Governments intended that these powers should be exercised only within the rigorous limits fixed by them, and they have never dreamed of authorizing the commissioners to enlarge their sphere of action by leaving the interpretation of the clauses of the treaty to them.

And again:

> Now, during the negotiating of the convention of 1880, it was well understood that neither of the contracting parties would consent to any revision of decision pronounced within its territory by competent authority in any form whatever. In order to meet such a case, Article II formally and explicitly provides that the Commission shall not decide any claim that either Government has already caused to be settled either diplomatically, judicially, or otherwise by competent authority.

The facts of the Le More case, as stated in the inclosed note to Mr. Denaut, show that it has been judicially decided by the district, circuit, and Supreme Courts of the United States, in which latter tribunal, after the final decision, a motion for a rehearing was denied.

At all the hearings of this case the claimants were represented by counsel, and the question of jurisdiction was specifically raised and specifically decided in the affirmative by the Supreme Court of the United States, the court of highest resort in this country.

Mr. Roustan will communicate our position fully to his Government, but while there is no desire to transfer the negotiations on this or other cases before the Commission from Washington to Paris, as Mr. Ferry appears heretofore and before Mr. Roustan's return to have been under some misapprehension as to this matter, it may be well, and I suggest that you converse informally on the subject with the minister, that there may be no doubt as to our position.

Since the preparation of this dispatch, I learn that Mr. Roustan will to day telegraph to his Government requesting instructions as to consenting to a suspension of proceedings before the Commission in the Le More case until diplomatic negotiations are finished, and that he will immediately send a copy of my note to Mr. Denant to the foreign office.

I am, sir, your obedient servant,

FRED. T. FRELINGHUYSEN.

LEVI P. MORTON, Esq.

No. 37.

[Telegram.]

Mr. Frelinghuysen to Mr. Morton.

WASHINGTON, *January* 8, 1884.

MORTON, *Minister, Paris:*

Mr. Ferry's letter to you of 27th December received from French minister. Lacking assent of both Governments, the French Commission decided to go on with Le More case. It was to obtain this very consent to delay that the telegram of December 21st was sent you. This Government assented immediately to a similar request of the French Government in the cases of Taylor and Chourreau. In the Taylor case the French Government did not deem the Commission competent to decide upon the application of Article II. We assented to this interpretation and the case was withdrawn. French minister here telegraphs to-day for instructions as to consenting to suspend action pending negotiations. Urge suspension. Instruction to you by this mail.

FRED. T. FRELINGHUYSEN.

No. 38.

[Telegram.]

Mr. Frelinghuysen to Mr. Morton.

WASHINGTON, *January* 11, 1883.

MORTON, *Minister, Paris:*

The French minister called on me about eight months ago insisting that what is known as the Taylor case should be withdrawn from the Commission because it had been decided finally by the courts of France,

and consequently did not fall within the description of cases agreed to be submitted to the Commission. He refused to submit the question of jurisdiction to the Commission, saying that was a diplomatic question. I agreed with him and directed the case to be withdrawn, as it was accordingly. The Le More case has been finally decided by the highest court of this country. I ask that it be withdrawn.

That is declined. I ask that the case be not pressed at once, that France may consider the propriety of my request; this is declined, and I am told that the case must proceed, leaving it to the tribunal to determine the question of jurisdiction; the very position that the French minister protested against in the Taylor case, in which protest I concurred. It is needless for me to say that this Government cannot submit to any rules regulating this Commission but those that are equal to each nation. I trust that direction will be given that the case be delayed that this question may be in an amicable manner adjusted satisfactorily to both nations. If it is not we will insist on the ruling in the Taylor case governing the Le More case.

I understand that it is claimed that this Government stated that the Le More case must be prosecuted to a final hearing in our courts, and that not until then they would consider it diplomatically.

This statement was, however, before the treaty of 1880 was made, excluding from the Commission all cases that had been finally judicially disposed of, and the question now is not whether that claim shall be diplomatically settled, but, on the contrary, it is claimed that it shall be determined by a Commission from which by the treaty of eighty it is expressly excluded.

To you personally and confidentially I add that an impression prevails that all adverse answers in this case are inspired by French commissioner by telegraph, the minister not being consulted.

FRELINGHUYSEN.

No. 39.

[Telegram.]

Mr. Morton to Mr. Frelinghuysen.

PARIS, *January* 14, 1884.

FRELINGHUYSEN, *Secretary, Washington:*

Expect a written answer to-morrow about Le More case. I fear your request will not be granted. It is remarked that in Taylor's case you agreed with French Government that it had been tried in France; in the same manner France agreed with you that certain other cases have been finally disposed of in the United States, and they were withdrawn, but in the Le More case France dissents. She believes that the main point has not been finally decided upon by American courts, and sees no other way of settling this disagreement than by referring the matter to the Commission itself. Powers of Commission being about to expire, France does not see how case can be delayed.

MORTON,
Minister.

No. 40.

Mr. Morton to Mr. Frelinghuysen.

No. 478.] LEGATION OF THE UNITED STATES,
Paris, January 15, 1884.

SIR: Your telegrams of the 9th and 11th instant, in relation to the Le More case, were duly received, and communicated at once to Mr. Jules Ferry.

My telegram of the 14th instant gave you the substance of the answer which Mr. Ferry proposed to make. This answer was received this morning, a copy and translation of which, with copies of my telegram, my notes to Mr. Ferry, and of your two telegrams, I inclose herewith.

I will add confidentially that although the French Government has never made directly, or even indirectly, any complaint as to the operations of the Commission, I have reason to believe that it has given it very little satisfaction. The French Government did not expect that the proceedings of the Commission would be so elaborate and attended with such expenses and costs for the claimants. They were under the impression, it seems, that its judgments would be rendered more in equity than in law, and that each claim would be promptly and fairly disposed of without involving long and costly pleadings and charges. If I have well understood intimations made, I must say in a very discreet manner, the French foreign office fears that when the results obtained by submitting the French claims to this Commission will be officially reported to the Chambers, a great feeling of dissatisfaction will prevail. They ascribe this, I am informed, to the great influence of Mr. Boutwell, who, they say, carries everything his own way and upon whom they look as too keen a lawyer, one whose high position overshades the plain and simple-minded representatives of the French Government near the Commission.

I have the honor to be, sir, very respectfully,

LEVI P. MORTON.

Mr. Morton to Mr. Jules Ferry.

LEGATION OF THE UNITED STATES,
Paris, January 9, 1884.

SIR: I have the honor to transmit herewith a copy and translation of a telegram received this morning from my Government in relation to the case of Le More, which was the object of my verbal note of the 22d ultimo to your excellency, and of your reply of the 27th.

It seems that this case was not tried on the 28th, as you supposed it would be, and that it is still pending before the Franco-American Commission.

Mr. Frelinghuysen instructs me to again request the suspension of the trial previously applied for, and remarks that on a preceding occasion your Government made a similar request, which was promptly complied with. As on this occasion it was not deemed that the Commission had authority to decide upon the application of article 2, it is expected that the same ruling will be adhered to now, and that a reasonable time will be allowed for negotiation between the two Governments as to the applicability of this article to the present case.

I avail myself, &c.,

L. P. MORTON.

His Excellency Mr. JULES FERRY,
President of the Council, Minister of Foreign Affairs, Paris.

[Translation.]

Mr. Ferry to Mr. Morton.

PARIS, *January* 14, 1884.

SIR: On the 9th and 12th of this month you were good enough to communicate to me two further telegrams from Mr. Frelinghuysen relative to the claim brought by Mr. Le More against the Government of the United States. The Secretary of State insists upon a postponement of this case until such time as the two Governments might come to an understanding. He recalls that upon a previous similar occasion the Government of the United States consented to the withdrawal of the Taylor claims, thus concurring in the opinion of the French Government which refused the Commission the faculty of deciding with reference to the application of Article II of the treaty of 1880.

We can but admit that in the matter of the Taylor claim we thought fit to insist that the American Government should itself enforce Article II of the treaty by withdrawing a claim which was evidently contrary to the provisions of the said article. Following the same doctrine, we have on our side withdrawn, previous to any decision of the Commission, the Cayan, Laplace, and Laplante claims, and in part the Perdreauville and Perrodin claims, which, in the opinion of the Washington Cabinet, as in ours, did not come within the conditions prescribed by the treaty; but in both cases, if the two Governments had not succeeded in coming to an understanding upon the interlocutory question, the settlement of the same would necessarily have been left to the Commission itself.

Such is precisely the position in which the two Governments are respectively placed at the present time with reference to the Le More claim. The observations made by the Government of the United States have not dispelled the doubts that, in our view, exist upon the point as to whether this claim should be considered as having been previously decided by competent authorities.

Hence it appears to us impossible to deprive our compatriot of the last resource left open to him. At the end of the telegram annexed to your letter of the 12th January Mr. Frelinghuysen alludes to the diplomatic negotiations bearing upon the Le More claim previously to 1880. Our legation at Washington has in fact not ceased to endeavor to obtain a settlement, never having admitted that the question could be considered as having been finally determined upon by competent authorities; and if all the proceedings taken were interrupted from 1880, it is precisely because in our view the Commission constituted by the treaty of that same year was to be called upon to decide the question with reference to which the Governments had been unable to come to an understanding.

In this position we cannot see the utility of the adjournment requested by the Washington Cabinet, since the controversy may be considered as exhausted after the negotiations which took place between the two Governments upon the subject matter. A further postponement would have no other effect than to prolong still more the period of work of the Commission to the prejudice of the interests of the claimants.

Mr. Roustan must have informed Mr. Frelinghuysen directly of the motives which do not permit us to concur in the opinion expressed by the United States Government in this instance, and which determine us to leave to the Commission the care of finally appreciating, according to Article II of the treaty of 1880, whether the claim combines the necessary conditions to be decided upon its merits.

Receive, &c.,

JULES FERRY.

Mr. MORTON,
Minister of the United States, Paris.

Mr. Morton to Mr. Ferry.

LEGATION OF THE UNITED STATES,
Paris, January 12, 1884.

Sir: I have the honor to send herewith a copy and translation of a telegram which I have received this morning from Mr. Frelinghuysen in relation to the Le More case.

I cannot add anything to the statement so clearly made by Mr. Frelinghuysen in this telegram. The position he has taken does not need to be supported by argument, and I trust your excellency will not hesitate to meet his request with your accustomed friendly disposition, which is so cordially reciprocated by my Government.

I avail myself of this occasion to renew, &c.,

L. P. MORTON.

His Excellency Mr. JULES FERRY,
President of the Council, Minister of Foreign Affairs, Paris.

[Telegram.]

Mr. Frelinghuysen to Mr. Morton.

MORTON, *Minister, Paris:*

Mr. Ferry's letter to you of 27th December received from French minister, lacking assent of both Governments, the French Commission decided to go on with Le More case. It was to obtain this very consent for delay that the telegram of December 2 was sent you. This Government assented immediately to a similar request of the French Government in the case of Taylor and Chourreau. In the Taylor case the French Government did not deem the Commission competent to decide upon the application of Article II. We assented to this interpretation, and the case was withdrawn. French minister here telegraphs to-day for instructions as to consenting to suspend action pending negotiations. Urge suspension. Instruction to you by this mail.

FRELINGHUYSEN.

WASHINGTON, *January* 9.

[Telegram.]

Mr. Frelinghuysen to Mr. Morton.

WASHINGTON, *January* 11, 1884.

MORTON, *Minister, Paris:*

The French minister called on me about eight months ago, insisting that what is known as the Taylor case should be withdrawn from the Commission because it had been decided finally by the courts of France, and consequently did not fall within the description of cases agreed to be submitted to the Commission. He refused to submit the question of jurisdiction to second Congress, saying that was a diplomatic question. I agreed with him, and directed the case to be withdrawn, as it was accordingly. The Le More case has been finally decided by the highest court of this country. I ask that it be withdrawn—that is, I ask the case be not pressed at once, that France may consider the propriety of my request. This is declined, leaving it to the tribunal to determine the question of jurisdiction, the very function that the French minister protested against in the Taylor case, in which protest I concurred. It is needless for me to say that this Government cannot submit to any rule regulating the Commission but those that are equal to each nation. I trust that direction will be given that the case be delayed so that this question may be in an amicable manner adjusted satisfactorily to both nations. If it is not, we will insist upon the ruling in the Taylor case governing the Le More case. I understand that it is claimed that this Government stated that the Le More case must be prosecuted to a final hearing in our courts, and that not until then would they consider it diplomatically. This statement, however, was before the treaty of 1880 was made excluding from the Commission all cases that had been finally judicially disposed of; and the question now is not whether that claim shall be diplomatically settled, but, on the contrary, it is claimed that it shall be determined by a commission from which, by the treaty of 1880, it is expressly excluded.

FRELINGHUYSEN.

[Telegram—partly in cipher.]

Mr. Morton to the Secretary of State.

FRELINGHUYSEN, *Secretary, Washington:*

Expect a written answer to-morrow about Le More case. I fear your request will not be granted. It is remarked that in Taylor case you agreed with French Government that it had been tried in France; in the same manner France agreed with you that certain other cases had been finally disposed of in the United States, and they were withdrawn. But in the Le More case France dissents. She believes that the main point has not been finally decided upon by American courts, and sees no other way of settling this disagreement than by referring the matter to the Commission itself. Powers of Commission being about to expire, France does not see how case can be delayed.

MORTON,
Minister.

PARIS, *January* 14, 1884.

No. 41.

FRENCH AND AMERICAN CLAIMS COMMISSION, 1518 H STREET,
Washington, D. C., March 3, 1884.

DEAR SIR: In reply to your personal letter of the 28th instant, I have the honor to inclose a schedule which contains a list of the cases for the withdrawal of which from the jusisdiction of the Commission demands have been made by the agents or counsel of the respective Governments. I have also added a statement of the action had thereon.

Very respectfully,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

Hon. JOHN DAVIS,
Assistant Secretary of State, Washington, D. C.

Table of cases the withdrawal of which was requested.

I.—CASES AGAINST THE FRENCH REPUBLIC.

No.	Title.	Claim.	Amount claimed.	Ground of request.	Action upon request.	Action of Commission.	Remarks.
1	Isaac Taylor	7,900 barrels petroleum seized on the high seas by French war vessel D'Etaing and condemned as prize.	$83,191 55	Decision of prize tribunal.	Withdrawn by United States agent.		See correspondence.
7	Humphrey E. Woodhouse.	Seizure of Milo by French war vessel Magellan in 1863.	55,701 86	....do	Refused on the ground that prize proceeding only concerned part of cargo and not the subject-matter of this claim.		
13	The Arizona Mining Company.	100 kegs blasting-powder seized on the Richardson by French war vessel Diamant in 1864, off La Paz, Mexico.	61,535 00	....do	Postponed to settlement as to Le More, No. 211.		
16	George Goodwin	Seizure of Richardson as above	6,250 00	....do	.....do		
17	Willustun & Dutton	.....do	8,750 00	....do	.....do		

II.—CASES AGAINST THE UNITED STATES.

No.	Title.	Claim.	Amount claimed.	Ground of request.	Action upon request.	Action of Commission.	Remarks.
18	R. M. A. Perdreauville.	1st. 67 bales cotton seized with the Magnolia in the Gulf of Mexico by Hatteras and believed to have been condemned as prize; 2d. Damages for detention of Mexico; 3d. Proceeds of Frederick the II and cargo disposed of by United States district court; 4th. Cotton lost on account detention of schooner Mary P. Burton.	$304,135 16	Decision of prize court as to items one and three.	Item 3d withdrawn by French agent.	November 16, 1883, balance of claim disallowed.	
28	Thomas C. Payan, Pierre A. Giamarchi, Jean C. Harispe.	250 bales cotton seized on the high seas on the schooner Baigory, and condemned as prize (2 Wallace, p. 475).	68,245 14	....do	Withdrawn by French agent.		
90	Jules Perrodin	31 bales cotton and 8 hogsheads sugar alleged to have been taken by United States authorities and included in case No. 3546 Court of Claims.	16,062 00	Decision of the Court of Claims.	So much of claim as relates to 13 bales cotton included in case No. 3546 withdrawn by French agent.	December 15, 1883, $1,000 and interest at 5 per cent. from April 1, 1864, awarded.	

131	Blose Motte	79 bales of cotton alleged to have been seized in Saint Landry Parish, Louisiana, by United States authorities included in and paid for in Noblom *vs.* United States, No. 3497 Court of Claims.	15,168 00	...do	Refused by French agent on the ground that the Attorney-General had himself moved to set aside said decision as fraudulent, &c.	February 9, 1884, disallowed.	
211	G. A. Le More & Co	830 bales cotton seized by United States naval forces on the Ouachita River, Louisiana, and condemned as prize. (6 Wallace, 521.)	$350,726 46	Decision of prize court.	Refused by French agent on the ground that the judicial proceedings were had at direction of State Department as preliminary,	.....	Submitted to the Commission by France against protest of United States.
258	Henriette Levy	253 bales cotton, alleged to have been seized in Avoyelles and Saint Landry Parishes, Louisiana, by United States authorities, and embraced in case No. 3497 Court of Claims.	51,232 50	Decision of Court of Claims.	Refused on same ground as No. 131.	January 19, 1884, dismissed for want of jurisdiction.	
339	Etienne Derbec.	Damages at the hands of a mob in San Francisco, Cal., in 1865, for which he had already recovered some damages before the judicial district court of the State of California.	60,000 00	Decision of State court.	Refused because Commission had already disposed of it.	March 15, 1883, disallowed.	
365	Bazile Laplace	65 bales cotton seized with schooner Julia, 50 miles above Fort Livingston, by United States authorities, and condemned as prize.	13,162 50	Decision of prize court.	Withdrawn by French agent.		
655	Robert de Lasteyrie, Marie de Lasteyrie.	Use and occupation of certain property on Wadmalaw and Edisto islands, South Carolina, and proceeds of sloop Ashley and cargo, seized by naval authorities and condemned as prize	35,675 00	....do	Waived by United States agent.	June 26, 1883, award of $4,500; 5 per cent. from April 1, 1862.	
661	Leon Querouze, administrator.	56 bales of cotton alleged to have been seized in Saint Landry Parish, Louisiana, by United States authorities, and claimed in case No. 3392, Court of Claims.	11,200 00	Decision of Court of Claims.	.....	February 9, 1884, disallowed,	
674	Marie A. Laplante	322 bales of cotton, and 1,200 staves seized with schooner Josephine, in Gulf of Mexico, July 28, 1862, by the Hatteras, and condemned by the district court for the eastern district of Pennsylvania, sitting in Philadelphia, Pa., affirmed by Supreme Court.	64,575 00	Decision of prize court.	Withdrawn by French agent.		

No. 42.

Mr. Boutwell to Mr. Frelinghuysen.

THE FINAL REPORT OF THE AGENT AND COUNSEL OF THE UNITED STATES, WITH TREATIES AND SCHEDULE OF CLAIMS.

FRENCH AND AMERICAN CLAIMS COMMISSION,
No. 1518 H STREET,
Washington, May 10, 1884.

SIR: I have now the honor to submit a final report of the proceedings of the French and American Claims Commission, which completed its labors the 31st day of March last, as required by the treaty between France and the United States, dated January 15, 1880, and the treaties supplemental thereto.

Until about the 1st day of January, 1884, it was thought not to be possible to complete the work of the Commission by the 1st day of April, as was required by the supplemental treaty of February 8, 1883. In order to accomplish the task the members and officers of the Commission were compelled to devote themselves assiduously to the work, and the proceedings were completed at the time named. As a consequence, however, it was not practicable for me to make any special preparation for the report of the doings of the Commission at the time specified. Additional delays in the preparation of the report have been caused by the circumstance that the records of the various cases—amounting in all to about 60,000 printed pages—were not in a condition to be consulted conveniently.

By the first article of the treaty the Commission was authorized to receive, consider, and dispose of "all claims on the part of corporations, companies, or private individuals, citizens of the United States, upon the Government of France, arising out of acts committed against the persons or property of citizens of the United States not in the service of the enemies of France, or voluntarily giving aid and comfort to the same, by the French civil or military authorities, upon the high seas or within the territory of France, its colonies and dependencies, during the late war between France and Mexico, or during the war of 1870–'71 between France and Germany, and the subsequent civil disturbances known as the 'Insurrection of the Commune.'"

The commission was also authorized to receive and pass upon "all claims on the part of corporations, companies, or private individuals, citizens of France, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of France not in the service of the enemies of the United States, or voluntarily giving aid and comfort to the same, by the civil or military authorities of the Government of the United States, upon the high seas or within the territorial jurisdiction of the United States, during the period comprised between the 13th day of April, 1861, and the 20th day of August, 1866."

Under the authority so granted to the commissioners, 19 claims were presented by citizens of the United States against the Government of France, amounting in the aggregate to the sum of $2,427,544.91, excluding interest. On the other hand, 726 claims were presented by or on behalf of citizens of France against the Government of the United States. The claims against the United States amounted to $17,581,000.34, excluding interest.

The claims against the Government of the United States arose out

of transactions that occurred between the years 1861 and 1866. The sufferers, for much the larger part, were residents of the States engaged in the rebellion, and the injuries for which they demanded compensation had been afflicted by the armies of the United States, sometimes by the orders of officers in command, and in other cases without specific authority. The claimants had knowledge of the events connected with the losses for which they demanded compensation, and they had, also, the means of gathering and using whatever testimony was in existence in support of their demands. Some of these claims were fraudulent in whole, and others were greatly exaggerated. The preparations for the defense by the United States could only be made after the testimony on the part of the claimants had been introduced. In many instances claims were defeated, or the amounts as set forth in the memorials were greatly reduced, by documentary evidence obtained from the various Departments of the Government, and especially from the papers and documents known as the "Rebel Archives." In a majority of cases, however, the defense consisted in large part of oral testimony, given sometimes by neighbors, sometimes by negroes who were slaves upon the plantations where the events occurred, and sometimes by officers of the Army who had knowledge of the transactions to which the claims related. The time that had elapsed, and the defects of memory were serious difficulties, which in some cases, could not be overcome. When the names of officers were obtained who were supposed to have knowledge of the transactions, investigation and inquiry often resulted in information that the officers had died or that their residences were unknown. The examinations and inquiries incident to the defense of these causes led to delay and to the expenditure of considerable sums of money. But, as the combined principal and interest of the claims against the United States amounted to about $35,000,000 it seemed to me wise to continue the investigation in every important case as long as there was reason to believe that trustworthy information could be obtained which would justify the Commission either in making an award or in disallowing the claim.

In all the cases against the United States the defense was managed by the counsel for the United States, and the briefs and arguments were prepared and made in each case either by the counsel or by some one of his assistants.

In the causes against France, special counsel, who represented the respective claimants, had charge of the several cases, attended to the taking of the testimony, prepared their briefs, and, in the main, suggested the mode of conducting the cause before the Commission. In each case, however, the counsel for the United States made an oral argument in behalf of the claim whenever notice was given by the counsel for the French Government that the case would be argued orally by him, or whenever a request for an oral argument was made by the counsel for the claimant.

As the memorials were filed an examination was made from time to time of each memorial by the counsel for the United States, or by his assistant, for the purpose of ascertaining whether the memorialist had in all respects complied with the terms of the treaty, or whether the facts as set forth in the memorial justified the intervention of a demurrer on behalf of the United States.

JOSEPH NAPOLEON PERCHÉ *v.* THE UNITED STATES, No. 3.

In the memorial of Joseph Napoleon Perché *v.* The United States, No. 3, the memorialist stated that he was born at Angers, Department

of Maine et Loire, France, the 6th day of January, 1806, and that in the year 1870 he was naturalized, and became thereby an American citizen.

Upon this statement of facts the counsel for the United States demurred to the memorial as not being sufficient under the treaty nor in law for the claimant to have or maintain his claim against the United States.

As this case was a leading case, and as the discussion in the briefs and by oral argument treated not only of the law as applicable to the citizenship of Perché, but as much of the argument was applicable to analogous questions that had been presented and were then pending before the Commission, I introduce the briefs and arguments in the case in full:

Brief by the counsel for the United States.

STATEMENT OF THE CASE.

This claimant states that he was born in France; that up to 1870 he was a French citizen; that he then became a citizen of the United States, and that he has since remained a citizen. The counsel on the part of the United States has demurred to the memorial on the ground that the matters therein stated are "not sufficient, under the treaty, nor in law, for the claimant to have or maintain his claim against the United States," and thus he presents to this honorable Commission the following question, viz: Can a claimant who, at the date of the conclusion of the treaty establishing this Commission, was a citizen of the United States, and who was such for some time prior to that date, and who has remained such ever since, recover compensation for a loss alleged to have been caused by the authorities of the United States?

I.

The jurisdiction of this Commission is limited by the treaty, and authority is given it to pass on those claims only which are therein described.

The claims against the United States which are described in the treaty are those for certain losses sustained by "corporations, companies, or private individuals, *citizens of France*"—"des corporations, des compagnies ou de simples particuliers "*citoyens français*." (Art. I.)

This claimant is not a citizen of France—

a. By the laws of France. It is provided by those laws that "La qualité de français de perdra 1° *par la naturalisation acquise en pays étranger.* * * * 3. Enfin par tout établissement fait en pays étranger sans esprit de retour." (Code Civil l. i., t. i., c. ii, De la privation des droits civils, 1 s, 17.)

The naturalization is admitted, and the naturalization coupled with the long residence of the claimant in this country is conclusive evidence that he is here "sans esprit de retour."

b. By the laws of the United States the claimant is a citizen of the United States, and entitled to the rights and privileges of a native. (Revised Statutes of the United States, sec. 2168.)

II.

By Article II of the treaty it is provided that the Commission "shall be competent and obliged to examine and decide upon all claims of the aforesaid character *presented to them by the citizens of either country*, except such," &c.

The treaty thus speaks in the present tense, and bars any and every claim unless the person presenting it is, at the time of its presentation, a citizen of the country through whose agency the claim is to be enforced.

By the first article of the treaty it is declared that claimants against the Government of the United States must have been citizens of France at the time when the acts were committed out of which the claim arose, and therefore it appears from these two articles of the treaty, considered together, that the citizenship which existed at the time when the claim arose must have been preserved without interruption until the presentation of the claim before this Commission.

In the case at bar it is not only admitted but declared by the claimant that in the year 1870, having theretofore been a French citizen, he was naturalized under the laws of the United States, and that since that time he has been an American citizen. Therefore he has no legal capacity under the treaty to appear before the Commission as a claimant.

III.

By the principles of international law this claimant is a citizen of the United States, subject to the jurisdiction of that country only, and to the Government of that country only can he look for protection and for redress of any wrongs inflicted by its authority.

Where a person "by his own act has made himself the subject of a foreign power, * * * it certainly places him out of the protection of the United States while within the territory of the sovereign to whom he has sworn allegiance. (The Charming Betsy, 2 Cranch, 64.)

"Having once acquired a national character by residence in a foreign country, he ought to be bound by all the consequences of it until he has thrown it off, either by an actual return to his native country, or to that where he was naturalized, or by commencing his removal *bona fide*." (The Venus, 8 Cranch, 253.)

These are the decisions of the highest judicial authority in the United States, and they are supported by the opinions of the most eminent publicists.

With regard to the jurisdiction and authority of states over their own proper subjects no doubt can be raised; under the term *subject* may be included both *native* and *naturalized* citizens. (Phillimore, Vol. I, chap. XVII, § CCCXVII.)

It has been said that these rules of law are applicable to *naturalized* as well as *native* citizens. But there is a class which cannot be, strictly speaking, included under either of these denominations, namely, the class of those who have ceased to reside in their native country and have taken up a permanent abode (*domicilium sine animo revertendi*) in another; * * * they are *de facto*, though not *de jure*, citizens of the country of their domicil. (§ CCCXIX.)

The claimant, however, acknowledges not only that he is a citizen of the United States *de facto*, but also *de jure*.

Naturalized foreigners are in a very different position from merely *commorant* strangers. * * * Naturalization is usually called a change of nationality. The naturalized person is supposed, for the purpose of protection and allegiance at least, to be incorporated with the naturalizing country. (§ CCCXXIII.)

See, also, Story, Conflict of Laws, s. 48, c. iii; ib., s. 540, c. XIV; Fœlix, l. i, t. i, s. 2, 342—Du changement de Nationalité; Heffter, s. 58; Colquhoun's Civil Law, s. 393, vol. i, p. 377; ib., s. 389, p. 373; Günther, vol. 2, p. 267, and pages 266–311, n. e.; Vattel, l. i, c. xix, s. 211, *et seq.*; Cockburn on Nationality, chap. III, sec. 2.

IV.

National jurisdiction, like every other jurisdiction, is limited, and the capacity of two or more nations in the exercise of the treaty-making power is limited to the territory which they respectively possess and to the persons owing allegiance to each, respectively. It could not for a moment be claimed that the Republic of France, by the treaty-making power, could exercise jurisdiction over a subject of Great Britain; and for a stronger reason it must be clear that France could not by treaty obtain jurisdiction over a citizen of the United States except by a clear concession of the power on the part of the United States.

It is the primary duty of every Government to protect its own citizens, and this duty is a constant denial of a like power in any other Government.

In January, 1880, the Republic of France had no jurisdiction over those persons who, though born within the jurisdiction of France, had voluntarily withdrawn their allegiance from that Government and transferred it to the United States; and therefore it was not competent for the Government of the French Republic to make any provision by treaty or otherwise for the protection of such persons or the enforcement of any of their rights.

If such persons have suffered losses their only remedy is by a direct appeal to the Government of the United States, without the intervention of any other power.

This claimant, therefore, has no right of action against the United States before this Commission, because he is not a citizen of France, but is a citizen of the United States, and therefore the Government of France had not, at the time the treaty was concluded, and it has not now, any jurisdiction over him or power to treat or act in his behalf.

Brief of counsel for the Republic of France in reply to counsel for the United States on demurrer interposed by the United States.

STATEMENT OF THE CASE.

At the time of the commission by the United States of the acts complained of the memorialist was a citizen of France, but since these occurrences memorialist has been naturalized as a citizen of the United States; and the question is, Has the Commission jurisdiction, under the treaty, in the premises?

Counsel for the United States insists that the Commission has not jurisdiction. The undersigned, counsel for the French Republic, contends that the Commission is clothed with jurisdiction by the very terms of the treaty.

I.

The undersigned agrees with the counsel for the United States that "the jurisdiction of this Commission is limited by the treaty, and authority is given it to pass on those claims only which are therein described." (Brief, p. 1.) And the undersigned maintains that if it be established that the demand of the memorialist grew out of and is founded in a claim which is described in the treaty, then there can be no doubt but that the Commission has jurisdiction, and should consider the claim on its merits.

To ascertain whether or not the Commission has jurisdiction of a case, or claim, reference must be had to the treaty; and the undersigned proceeds at once to the consideration of the treaty.

It will not be denied that the treaty was entered into between the two Governments *bona fide;* and its immediate purpose, as appears from the language, was to give relief and to provide indemnity for a large class of sufferers—citizens of the respective Governments—on account of injuries to person or property by them sustained within certain jurisdictions, and during a specified period of time. (Article I.)

It becomes important, then, to ascertain what is meant by the expression jurisdiction. "Jurisdiction [says the Supreme Court of the United States (United States *v.* Arredondo, 6 Peters, 709)] is the power to hear and determine a cause. It is *coram judice* whenever a case is presented which brings this power into action." * * * "It [jurisdiction] is the power to hear and determine the subject-matter in controversy between the parties to a suit; to adjudicate or to exercise judicial power over them, the question is whether, on a cause before a court, their action is judicial or extrajudicial, with or without authority of law to render a judgment or decree upon the rights of the parties. If the law confer the power to render a judgment or decree, then the court has jurisdiction." (Rhode Island *v.* Massachusetts, 12 Peters, 718; Bauton *v.* Wilson, 4 Texas, 404.)

There are some principles of public law which are universally recognized by modern civilized states. One of these is, that international treaties are covenants *bona fide*, and are, therefore to be equitably and not technically construed. (Phillimore Int. Law, Vol. II, p. 89.) Another is that the covenant or treaty contracted by two or more parties is to be interpreted with reference to the intention of them all—"*conventio sive pactio est duorum vel plurum in idem placitum consensus.*" (Ib., p. 92.)

Another is, that good faith clings to the *spirit* and fraud to the *letter* of the convention. (Ib., p. 107.)

Under any equitable construction of the provisions of the treaty the Commission must be held to have jurisdiction of the claim now submitted by the memorialist, and for the following reasons:

First. Because the acts complained of were committed by the United States.

Secondly. Because the acts were committed within the jurisdictional territory marked out by the treaty.

Thirdly. Because the acts were committed during the periods fixed by the treaty.

Fourthly. Because the acts complained of were injurious to the person and property of a citizen of France.

All which above averments of facts are contained in the memorial, and are, for the purposes of this demurrer, admitted by the counsel for the United States.

The undersigned, therefore, maintains that an equitable construction of the provisions of the treaty gives the Commission jurisdiction of the claim of memorialists. Any other construction would be technical, and would, to that extent, defeat the purpose and intention of the two contracting powers in the creation of this Commission.

If this claim is not entertained and examined on its merits by the Commission, the memorialist is without remedy and redress, for the reason that there is no tribunal before which the memorialist may present himself.

In fact, the undersigned has been informed that one of the honorable commissioners (Mr. Commissioner Aldis) very recently sat as the presiding officer of a claims commission, organized by authority of the United States, which decided that a naturalized American citizen could present a claim before the said Commission as an American citizen, on account of acts committed by the United States against his person or property, at a time when claimant was a citizen of France.

The contention of counsel for the United States can only be sustained on the theory or assumption that naturalization is retroactive. But naturalization produces its effects only in the future. (Stoicesco, Étude sur la Naturalisation, pp. 572, 285.)

II.

The answer to what the counsel for the United States says, under the second point of his argument (p. 2), as to the meaning of certain expressions in Article II of the treaty, is twofold:

First. That such a construction is technical.

Secondly. That Article II is in the aid of, and has immediate reference to, Article I, and that Article I contains the fundamental provisions of the treaty, and the language of other articles must, in cases of doubt or difficulty, be construed with reference to it.

The counsel for the United States says (page 2):

> The treaty thus speaks in the present tense, and bars any and every claim unless the person presenting it is at the time of its presentation a citizen of the country through whose agency the claim is to be enforced.

But the Commission cannot fail to detect the fallacy contained in this statement or proposition of the counsel for the United States. Legal representatives certainly, of deceased citizens of either country, and beneficiaries presumably, may present the claims of decedents and of original owners to this Commission. And this, irrespective of the citizenship of such legal representatives or beneficiaries. (See Rule 1 of the Commission, p. 1; see Comegys *v.* Vasse, 1 Peters, Supreme Court Reports, pp. 212, 213.)

On the other hand, the language of Article I of the treaty is: * * *

> And all claims on the part of corporations, companies, or private individuals, citizens of France, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of France. * * *

This clearly refers to the persons or property of individuals who at the time of the commission of the acts aforesaid were citizens of France.

If all claims that could not be brought within the description indicated by counsel for the United States in the paragraph cited are to be barred, the labors of the Commission will be exceedingly light; and again, the palpable intention of the two contracting states will be defeated by a *technical* construction of the language conveying the grant of powers to the Commission.

III.

The undersigned believes that the Commission will see that cases cited by counsel for the United States (p. 3), to wit, The Charming Betsey and The Venus, have no application to the case at bar; neither do they contain anything which can be construed as in conflict with the position here taken by the counsel for the French Republic. In those cases the distinction between the national character of property and the nationality of persons was recognized and laid down.

Those were cases where the effort had been made to impress a hostile character upon property in certain situations as distinct from the national character of the owner, and *vice versa.*

IV.

There are some propositions of the counsel for the United States which are emphasized under the fourth point of his argument (p. 4) that are

hardly pertinent to the discussion, as the undersigned understands it. Unless qualified, these expressions are misleading. The confusion in which the counsel has become involved is the result of failure to recognize the distinction which prevails universally, under international law and treaty stipulations, between the civil and political rights of an individual. The Commission are, of course, familiar with the above distinction; which, as it seems to the undersigned, it is important to bear in mind when the claim of the memorialist is under consideration. In the case at bar, under view of the counsel for the French Republic, the discussion involves only a consideration of certain undoubted civil rights of an individual who, at a particular period of time, being then a citizen of France, sustains injuries to his person and property of a character of which this Commission has cognizance. And in the controversy at bar, as it seems to the undersigned, the test of present political rights, or actual national character of the memorialist, should not be controlling or conclusive.

Brief of counsel for the United States in reply to the counsel for the Republic of France on demurrer interposed by the United States.

1. AS TO THE JURISDICTION.

It is respectively submitted that the counsel for the French Republic errs when he says (p. 2) that "if it be established that the demand of the memorialist grew out of and is included in a claim which is described in the treaty, then there can be no doubt but that the Commission has jurisdiction, and should consider the claim on its merits."

In other words, if the Commission finds that it has jurisdiction of the subject-matter, it has jurisdiction of the case. This is an error. Jurisdiction is made up of two essential qualities, (1) jurisdiction of the person, and (2) jurisdiction of the case, or, as the counsel for the French Republic terms it in the paragraph quoted, jurisdiction of the claim. In all personal actions or causes involving personal rights, a court cannot proceed one step unless it has jurisdiction of the person, and then, having jurisdiction of the person, if it have also jurisdiction of the case or claim, it may proceed to adjudge the rights of the party. In the case at bar, in a qualified sense, the Commission has jurisdiction of the claim; that is to say, descriptively, the claim is of such a sort that if the Commission had jurisdiction of the person they then might determine the nature and extent of the claim. But, inasmuch as the court has not jurisdiction of the person—and it is not even asserted in the brief of the counsel for the French Republic that it has jurisdiction of the person except as an inference from the circumstance that it has, as is alleged, jurisdiction of the claim—no action whatever can be had.

The counsel for the French Government assumes that having jurisdiction of the claim, jurisdiction of the person may be inferred, while, as matter of law, no inference as to jurisdiction can be drawn. The law must give jurisdiction, and none can be assumed.

In the case cited in the 6 of Peters, p. 709, the quotation would have been satisfactory as a conclusion if the premises stated by the court, and on which the court acted, had been quoted also.

The court says:

A reference to the petition presented by the claimants in this case shows that it contains a full statement of all the matters required by the first section of the Missouri law, excepting the condition of residence, which is not required by the act of 1828.

It is thus seen that in the case then at bar all the requirements of law essential to jurisdiction were found, and the court might then well say, what has been quoted by the counsel for the French Republic—

> Jurisdiction is the power to hear and determine a cause. It is *coram judice* whenever a case is presented which brings this power into action.

So in the case of Rhode Island against Massachusetts (12 Peters, p. 718) the enlargement of the quotation would have altered its value essentially.

The court says:

> However late this objection [to the jurisdiction] has been made or may be made in any case in an inferior or appellate court of the United States, it must be considered and decided before any court can move one further step in the cause, as any movement is necessarily the exercise of jurisdiction. Jurisdiction is the power to hear and determine the subject-matter in controversy between parties to a suit, to adjudicate or exercise any judicial power over them; the question is, whether on the case before a court their action is judicial or extrajudicial, with or without the authority of law, to render a judgment or decree upon the rights of the litigant parties.

Here it is assumed that the first essential requisite in the court was to find that it had jurisdiction of the parties, and that is the very question at issue in the case now at bar, whether the Commission has jurisdiction of the claimant so that it can take notice of his effort to enforce his claim.

The Supreme Court distinctly say:

> This is the line which denotes jurisdiction, and its exercise in cases *in personam*. Where there are adverse parties the court must have power over the subject-matter and the parties. (2 Howard, 338.)

The Supreme Court, in De Groot *v.* The United States, repeated this doctrine, as follows:

> If, therefore, the Court of Claims has the right to entertain jurisdiction of cases, * * * it is only by virtue of acts of Congress granting such jurisdiction, and it is limited precisely to such cases, both in regard to parties and to the cause of action, as Congress has prescribed. (7 Court of Claims, p. 9.)

So this Commission has the right to entertain jurisdiction of cases only by virtue of the treaty, and such jurisdiction is limited "precisely to such cases, both in regard to parties and to the cause of action," as France and the United States have prescribed.

The counsel proceeds on the assumption that, if the demand be founded upon a claim which is described in the treaty, then this Commission has jurisdiction, no matter of what country the claimant is a citizen or subject. (Page 2 of the brief.) That is, in effect, he contends that a claim once valid is always valid, no matter who may now be the beneficial owner. Pushed to its logical result, this reasoning will, if adopted by the Commission, force it to make awards in favor of native-born citizens of the United States, or German, Spanish, or Italian subjects, in any case where, by assignment or otherwise, they have become the owners of claims arising from injuries to French citizens of the character described in the treaty. The undersigned cannot believe that it was the intention either of France or the United States so to extend the jurisdiction of this Commission. In fact, the counsel himself does not adhere to this point, for in the next paragraph he says that the immediate purpose of the treaty "was to give relief and to provide indemnity for a large class of sufferers, citizens of the respective Governments." That is, the United States and France intended to relieve citizens of France for injuries sustained at the hands of the United States; and it cannot be supposed that the latter Government intended, through

a treaty with a foreign power, to settle questions with its own citizens, or that France assumed to interfere between the Government and the citizens of the United States.

It nowhere appears in the treaty that France seeks to recover from the United States indemnity for losses sustained by France as a Government; on the contrary, it does clearly appear that France seeks by this treaty to indemnify citizens for losses sustained by citizens, not to recover for the State compensation for losses sustained by the State through its citizens. This distinction disposes of the point that France negotiated for the claim and not for the claimant.

A distinction similar to this was made in the treaty of May 8, 1871, between the United States and Great Britain, which may be cited in illustration. In Article I, providing for a settlement of the "Alabama claims," the phraseology is as follows:

> Now in order to remove and adjust all complaints and claims on the part of the United States, and to provide for the speedy settlement of such claims, * * * the high contracting parties agree that all the said claims, * * * generically known as the Alabama claims, shall be referred to a tribunal of arbitration; &c.

The tribunal awarded to the United States a gross sum, and did not examine the individual claims nor endeavor to ascertain the individual claimants. This was a claim by a State for loss sustained through its citizens, and was so recognized by the court which afterwards distributed the sum awarded, when they said "the reclamation made upon Great Britain was made by our Government in the capacity of sovereign, and not as a mere representative of private interests, and the indemnity received has been paid to the United States as a Government." (Robeson, Sec'y, *v.* The United States, Davis' Report, p. 121.)

On the other hand, Article XII of the treaty with Great Britain reads as follows:

> All claims on the part of corporations, companies, or private individuals, subjects of Her Britannic Majesty, * * * shall be referred to three commissioners, &c.

This article is almost identical with Article I of the treaty organizing this Commission. Under this Article XII was organized the British and American Mixed Claims Commission, the history of which is familiar. That Commission was organized for the benefit of claimants, not of the Government, as was the tribunal of Geneva; that Commission investigated individual claims, sought the beneficial owner, and ascertained his citizenship, and in effect held that not only must a claim be valid and subject to their jurisdiction, but also that the claimant must be one for whom Great Britain had power to negotiate, and whom Great Britain had a right to protect. The distinction now sought to be defined is drawn even more clearly in the treaty with France, for while the articles conferring jurisdiction on each Commission are practically identical in language, the treaty with France provides, in addition, that this Commission shall decide only claims presented by citizens, while the British Commission was to decide (Article XIII) "claims presented to them"; but by whom was not stated. The proclamation of the President of the United States and the preamble of the treaty with France show clearly that the intention of France and the United States was to obtain redress for "citizens."

The undersigned searched carefully for any case presenting the point now under discussion which had been ruled upon by the British-American Commission, but without success, and he confidently believes that the agent for Great Britain declined to present such claims, thinking them inadmissible and not within the jurisdiction of that Commission.

The reasons for his belief are as follows: After a careful examination of the reports of Mr. Hale and Mr. Howard, he has failed to find any such case reported or alluded to as having been acted upon, although the question of citizenship acquired by domicile without naturalization was fully and minutely argued. The counsel for the United States before that Commission said in one of his briefs, and in illustration simply:

Take the case of a British subject at the time of sustaining the alleged injury, and who, before the presentation of his claim, had become naturalized as an American citizen. It cannot be doubted that he could not be admitted to a standing before the Commission. Though he was a British subject at the time of the injury, he is no longer such, and the question of his standing before the Commission can only be determined by his national character at the time of presenting his claim. Such cases have been numerous, without doubt, but no such claim has been presented to the Commission by Her Majesty's agent. (Howard's Report, p. 326.)

All the arguments of counsel were made upon the assumption that only subjects of Great Britain could make claims upon the United States under the treaty. The counsel for Great Britain says!

It [the treaty] gives jurisdiction to all claims on the part of subjects of Her Britannic Majesty upon the Government of the United States, and reciprocally of all claims of citizens of the United States upon the Government of Her Britannic Majesty. (Howard's Report, p. 306.)

Again:

This treaty does not pretend to do more than limit the jurisdiction by the personal status of the claimants and the limitation of time, &c. (P. 306.) A naturalized citizen of the United States is as to all other countries as much the subject of its protection, and as truly a citizen of the United States, as if born upon its soil. In determining who are within the protection of this treaty as citizens of the United States, the agent of the United States would hardly maintain that persons coming within the provisions of such municipal statute are not within its protection. (P. 314.)

The understanding of the British Government on this point was not less clear than that of their counsel.

In their notifications to claimants, No. 1, they said:

Notice is hereby given that all persons subjects of Her Majesty who may have claims of the nature described in the said articles, &c. (Howard's Report, p. 255.)

The other notifications were to the same effect.

Notice is hereby given that Henry Howard, esq., * * * has been appointed agent for Her Majesty's Government, and is authorized to receive at Washington any claims of persons, subjects of Her Majesty, coming within the provisions of the aforesaid twelfth and five next following articles of the treaty of Washington; and accordingly all persons being subjects of Her Majesty who may have claims of the nature described * * * are required, &c. (Notification No. 2, Howard's Report, p. 256.)

Notice is hereby given that the undersigned * * * is authorized to receive * * * any claims on the part of corporations, companies, or private individuals subjects of Her Britannic Majesty, * * * arising out of acts committed against the persons or property of subjects of Her Britannic Majesty during the periods between, &c., and accordingly all persons being subjects of Her Britannic Majesty who may have claims, &c. (Notification No. 3, Howard's Report, pp. 256–71.)

And when the Commission decided that Barclay was a British subject they said:

The first thing to be decided in this case is whether the commissioners have jurisdiction, which depends upon whether the claimant is within the meaning of the treaty a British subject. (Howard's Report, p. 9.)

The following cases were disposed of as follows:

Ford, administrator, No. 328. Award made for part of the sum claimed to the British beneficiaries only.

Thomas S. Maben, administrator, No. 191. Disallowed, because no beneficiaries were proved.

William Rose, No. 303. Because a citizen of the United States after the loss, claim withdrawn by Her Britannic Majesty's agent.

Garrett, administratrix, No. 309. Dismissed for want of jurisdiction, claimant having married a citizen of the United States, and no British beneficiaries having been proved.

So the counsel for the United States, the Government and counsel of Great Britain, and the Commission assumed that to be valid a claim against the United States must be presented by a subject of Great Britain.

2. AS TO THE CONSTRUCTION OF THE TREATY.

Counsel for the Republic of France claims that international treaties are to be construed equitably, and not technically. This is all very well, and as laid down by Phillimore in the reference cited on page 3, the rule is to be observed whenever there is an ambiguity in the language employed. But in the case at bar there is no ambiguity of language. The jurisdiction of the Commission, by the terms of the treaty, extends to citizens of France having claims against the United States, and to citizens of the United States having claims against France. The court cannot take jurisdiction for the reason that, in the opinion of the court, it would be equitable for it to have jurisdiction; nor for the reason that if it had jurisdiction it could do equity to or between the parties. It must first find its jurisdiction, and then, if it have power, it may do equity to or between the parties over whom it has such jurisdiction.

The language of the treaty should not be strained in order to obtain jurisdiction.

In all cases, whether with a superior or inferior court, a purely statutory authority must be pursued, and it cannot be extended by implication. (1 Smith, Leading Cases, 6 Am. ed., 1024, 1011, and cases cited.)

When implications are admitted beyond the limits of the most rigid necessity, it is easy to drift unconsciously away from the meaning of the law-giving power altogether and establish what was never intended or even thought of. Equitable constructions, according to what may be deemed the spirit of a statute, should always be resorted to with caution. The power of extending the meaning of a statute beyond its words, and deciding by the equity and not the language, approaches so near the power of legislation that the wise judiciary will exercise it with reluctance, and only in extraordinary cases. (Monson *v.* Chester, 22 Pick., 387.)

The proposition of the counsel of the French Republic is that this Commission should take jurisdiction because in its opinion it would be equitable for it to have jurisdiction.

But the question before the Commission upon the issue at bar is not whether this claimant equitably ought to receive compensation for his losses, but whether by the terms of the treaty he is made a party-claimant, so that he can prosecute his claim before the Commission; and until the Commission finds that it has, by virtue of the treaty, jurisdiction, both of the person claiming and of the claim, it cannot proceed one step towards doing what may seem to be equitable as between the claimant and the United States.

From the treaty alone can we ascertain the jurisdiction.

For the authority of this court [Court of Commissioners of Alabama Claims] to award any sum * * * we must look to the law under which we act. (Davis' Report, p. 62.) We look into the act of Congress and, unless the case of these claimants is embraced within its provisions, we cannot admit their claim, even if we knew the value of this cargo was paid for by Great Britain, and was now in the hands of the United States. (Davis' Report, p. 108.)

On page 3 of his brief the counsel names four reasons why the claim of Perché is valid, and certainly, unless all these points affirmatively appear and are proven, the claim cannot be prosecuted here. But the counsel omits a fifth point, equally necessary and vital, and in terms required by the treaty. The acts must not only have been committed (1) by certain authorities, (2) within certain territory, (3) during certain periods, (4) to the harm of French citizens, but, also, the claims must be (5) "presented" by (Article II) citizens of France, and be "claims on the part of * * * citizens of France." (Article I.)

The counsel lays much stress upon the rule by which the treaty should be construed, and seems to fear that valid and just claims may be defeated by some technical construction. No rule of construction need be sought where the terms of a treaty or statute are plain and free from ambiguity, as is the language conferring jurisdiction upon this Commission.

The first general maxim of interpretation is that it is not permitted to interpret what has no need of interpretation. (Vattel, book 2, chap. 17, sec. 263.) When the act or treaty is conceived in clear and precise terms; when they are clear, and lead to nothing absurd, there can be no reason to refuse the sense which they naturally present. This seems to be a case for the application of this maxim: "Where a law is plain and unambiguous, whether it be expressed in general or limited terms, the legislature should be intended to mean what they have plainly expressed, and consequently no room is left for construction."

(Supreme Court of the United States, in 2 Cranch, 358, 399; see also Phillimore, vol. II, page 84, sec. LXX *et seq.*)

What are the claims and who are the claimants? There is no difficulty in finding in the treaty a clear answer to these questions. The claims are those "on the part of corporations, companies, or private individuals, citizens of France, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of France" by certain authorities at certain times and places, *i. e.*, the claims of citizens of France (now such citizens) for certain losses sustained by citizens of France (then such citizens). The claim must be now owned by a French citizen, and must be for a loss sustained by a French citizen. The language is not less clear in the French, viz: "Toutes les réclamations élevées par des corporations, des compagnies ou de simples particuliers citoyens français * * * fondées sur des actes commis * * * au préjudice des personnes ou de la propriété de citoyens français," &c. If there were any ambiguity in the phraseology of Article I it would be removed by Article II, which requires the Commission to decide all claims described in Article I, "presented to them by citizens of either country." That is, claims against France presented by citizens of the United States, and claims against the United States presented by citizens of France. So, to recapitulate, the claims must be, (1) on the part of citizens of France, (2) for injuries to citizens of France, (3) presented by citizens of France.

The language is clear. If it were not, still the intention of the two nations is so apparent from the treaty that any other interpretation would be inadmissible.

3. AS TO INTENTION.

The intention of the parties to the treaty is to be gathered from the language of the treaty, and if there is no ambiguity in the language employed there can be no uncertainty as to the intention of the parties. In the case at bar there is no ambiguity. Manifestly it was the inten-

tion of the parties to provide a means by which French citizens who had suffered losses from the authorities of the United States of the character described by the treaty should be compensated therefor, and that American citizens who had suffered losses from the operations of the French authorities in the manner described in the treaty should also be compensated therefor; and it cannot be assumed that it was the intention of either party to the treaty to do that which manifestly it was incompetent for one of the parties to perform.

By the laws of France, quoted in the former brief submitted by the counsel of the United States, it is provided that the quality of a citizen of France may be lost by naturalization acquired in a foreign country. By the laws of the United States a citizen of a foreign country, by lawful process, may become a citizen of the United States. It cannot be assumed that the French Government, ten years afterwards, intended to make any provision for a person who had thus voluntarily alienated himself from that Government and assumed allegiance and citizenship to and in another country; and the assumption that one Government has capacity to protect the rights of citizens of another country is offensive to national sovereignty. If the language were ambiguous, then the intention of the contracting parties should be sought and followed in its construction (4 Comstock, 140). This intention is to be gathered from the context, the preamble, and even the title of the act (Dukedom of Sussex, 8 London Jour., 795). The context has been considered, and is clear and unambiguous, and the intention there shown to legislate for citizens is repeated in the proclamation of the President of the United States, which begins: "Whereas a convention between the United States of America and the French Republic for the settlement of certain claims of citizens of either country against the other was concluded," &c., and in the preamble of the treaty, "the United States of America and the French Republic, animated by the desire to settle and adjust amicably the claims made by the citizens of either country against the Government of the other," &c.

The intention thus declared was carried out in Articles I and II, and jurisdiction was given to this Commission to decide claims against the United States of citizens of France for injuries to citizens of France when presented by citizens of France.

4. AS TO REMEDY OR REDRESS.

When Perché dissolved his allegiance to France and accepted citizenship in the United States he was bound to know legally that thenceforward the Government of France could furnish him no protection whatever, nor any means of redress for any injury he had sustained either from the United States or from the Government of any other country, and that thenceforward he must look to the United States solely for protection and redress for any grievances that he might have suffered, or loss that he might have sustained, whether at the hands of the United States or by the authorities of other Governments.

Even if the claimant be without redress for the injury alleged to have been sustained, and the assumption of counsel in that regard were true, it still seems to the undersigned that the point is not pertinent to the present inquiry. It is not believed that the counsel contends that it is within the province of this Commission to adjust differences between the Government of the United States and its citizens, even should it appear that the demands are just and redress is improperly withheld. Therefore the undersigned with deference submits that it is not now o

consequence whether Perché, a citizen of the United States, has or has not a remedy against the Government of his adoption for injuries which, as he alleges, that Government inflicted.

But the counsel is in error in assuming that there is no such tribunal. All claims for injuries to citizens by authorities of the Government may be investigated by Congress and paid by its direction. From time to time Congress has delegated its power of investigation and decision of claims against the Government to certain tribunals constituted by it to pass upon certain limited and clearly-defined classes of these claims. Such is the "Court of Claims" and such was the "Southern Claims Commission." Over all other claims not included within the classes over which these tribunals had jurisdiction Congress still retained and now retains its power, and to that tribunal Perché and any other claimant has a right to appeal. It is reported that some two thousand cases, claims of native as well as naturalized citizens, are now pending there, and committees, called committees on war claims, are appointed to investigate such claims and report upon them to Congress for its action. Every citizen of the United States, native or naturalized, has therefore a tribunal to which he can resort for redress.

The undersigned has been unable to find that Perché's case was presented to the Southern Claims Commission, but he does find a general decision of that tribunal somewhat to the effect stated by the counsel for the French Republic, and which is contained in the report of December 11, 1871. (Forty-second Congress, second session, H. R. Mis. Doc. No. 16). The commissioners say:

Questions at once arose as to the extent of the jurisdiction conferred by the act of Congress. The words of the act conferring jurisdiction are as follows:

"* * the President * is * authorized to * * * appoint * * commissioners, whose duty it shall be to receive, examine, and consider the justice and validity of such claims * * * of those citizens who remained loyal adherents to the cause and the Government of the United States during the war, for stores or supplies taken or furnished during the rebellion for the use of the Army of the United States in States proclaimed as in insurrection."

I. Who are citizens within the meaning of the act? * * As this Commission is created by act of Congress, and its jurisdiction limited by the statute; as it is only to examine and report to Congress, and has not the authority or functions of a court, its jurisdiction must be kept within the very terms of the statute. The word "citizen," when used to express the relation of the individual to the Government, ordinarily means "one owing paramount allegiance to the State." It is used so in distinction from the word "inhabitant." * * * This ordinary meaning should be given it as used in the statute. Deeming the act intended to apply to matters of municipal legislation, and not to affect rights standing upon international law, we do not follow the decisions cited from the prize courts, which seem, in some cases, to extend its meaning. The context, "citizens who remained loyal adherents to the cause and Government of the United States," indicates that those persons are meant of whom "loyalty" could be required "during the war." Loyalty during the war cannot reasonably be interpreted as meaning less than that relation from which the Government might have required military service. * * * Loyalty was not required of a foreigner. He was deemed to do his whole duty if he kept strictly neutral. But neutrality during the war in a citizen of the United States was not loyalty.

So the claims of persons aliens during the war, but afterwards naturalized, were not allowed; not because they were not valid, not because the claimant was not recognized fully as a citizen of the United States, but because that particular tribunal had not been authorized by Congress to investigate that class of claims.

The undersigned does not contend that naturalization is retroactive, but that it effects a full, complete, and total change of allegiance, and that from the day of naturalization all right to the protection of the native country is forfeited, and in its place the naturalized citizen obtains

the rights, the advantages, and also the disadvantages of citizenship in the country of his adoption.

In changing his allegiance he may fairly be presumed to have considered and estimated the advantages on the one hand and the disadvantages on the other; but whether he did so consider or not is not a question for this tribunal. It may properly be presumed also that, as an American citizen, if he ought to have redress for losses which he sustained while he was a French citizen, that the Government of the United States will deal with him as it has dealt with its own citizens who were loyal to its authority during the rebellion, and make him the proper compensation whenever his case shall be presented to the tribunals of the country having authority to act in his behalf. But whether this be so or not, the counsel for the United States submits most respectfully that the Government of the French Republic has not, by this treaty, undertaken to give him either an equitable or a legal remedy for the losses he sustained, and that if it had so undertaken its own jurisdiction was not adequate to the end in view.

At a meeting of the Commission held May 20, 1881, the counsel for the French Republic made the following argument:

It appears that the memorialist was a native citizen of France; that he suffered injury and damage during the war of secession at the hands of authorities of the United States; that as early as 1864 he claimed indemnity on account of said damages; that the claim was presented by him to the French consul at New Orleans, and that at a later date, to wit, in the year 1870, this memorialist became an American citizen. Joseph Napoleon Perché, as he is called here, is no other than the archbishop of New Orleans; it was at the time he was promoted to the archbishopric of New Orleans that, inasmuch as he was to be trustee for real estate belonging to the church, he became an American citizen. Such are the facts of the case as they appear from the papers before me.

The question comes up in this form: Since the right reverend archbishop was naturalized in the United States, this Commission has got to consider whether he has a right to present his claim, or whether his right to indemnity has been forfeited by a subsequent change of nationality.

The counsel for the United States says he has an undoubted right to present a claim, but not before this Commission. And here comes the first question to which I shall call the attention of the Commission: Is there, as is contended in the brief for the United States, a mode of redress left open to the archbishop of New Orleans? Supposing that this Commission should exclude him on the ground that his citizenship has been changed, is there in the United States a court of law, or a court created by Congress, which has jurisdiction over his case? To this I answer no; and I shall now proceed to give the reasons in support of this answer.

In the Southern Claims Commission it was held that aliens residing in the United States had no right to appear before that Commission and to recover damages for losses inflicted upon them, and the learned judges grounded their decision, as I understand it, on the very statute which had created that court. They said that "that statute does not grant us jurisdiction of cases of this nature." Therefore, the alien who has remained neutral during the war cannot be compared to the citizen of the United States who was not only neutral, but loyal.

On the other hand, a decision was rendered by that same Commission in regard to aliens who were naturalized in the United States after the date of the injury suffered, and in rendering its decision the Commission said:

"We think Congress intended to reserve to itself the consideration of the rights of foreigners. We have, therefore, held that foreigners domiciled here are not citizens within the limits of the act. We have also held that where claimant was also alien when the claim accrued, his naturalization since the war does not remove his disability."

In other words, an alien naturalized in the United States subsequently to the time the claim accrued had no standing before the Southern Court of Claims. This doctrine has been also asserted by the State Department of the United States, in the case of Emile Sauvé, a Frenchman who had resided in Mexico and who claimed to have suffered damages in that country. Sauvé came to the United States and was naturalized. After he had obtained his letters of naturalization he applied to the State Department for intervention on his behalf, on account of injuries suffered in Mexico while a citizen of France. To this application the Hon. Hamilton Fish replied in

substance: "Your naturalization was only prospective. It could not act retroactively, and therefore I cannot interfere on your behalf for acts anterior to your naturalization by the United States."

Obviously, the case cannot be presented to the Court of Claims. But my colleague on the other side says, there is the Congress of the United States; and Congress may do something or other. To which I reply, that Congress has no jurisdiction over such cases; and for this simple reason, that naturalization is prospective. And, therefore, if Congress enacted to-day a measure tending to indemnify these claimants, it would violate one of those principles which govern the matter of naturalization.

Again, it is said that Congress has sovereign power, and that it may grant relief. Simple measures of relief seldom pass Congress. I have a witness here who will testify for me. It is my colleague on the other side. He was a member of Congress, and I would like to ask him how many claims of aliens have ever been adjudicated by that body. However, I can answer for him: One in fifteen years. One, only one, a German case, and this was the result of long correspondence and protracted negotiation.

I come now to another branch of the case, which arises from the convention itself. It has been submitted already that Article I of the convention provided that "all claims on the part of corporations, companies, or private individuals, citizens of France, upon the Government of the United States arising out of," &c. The convention speaks of all claims on the part of corporations, companies, or private individuals, citizens of France. These words should be construed as referring to those who were citizens at the time the claim accrued.

And now as to Article II, to which the brief on the part of the United States refers. It is merely by way of reference that the word citizen is mentioned. The governing article, the provision which controls all the others in regard to this subject matter and in regard to the status of claimants, is found in the words I have just cited. It may be said that there are other articles in which the word citizen may have been used, but it is not in such a way as to give us a construction of the words I have quoted; and the proof of it is this, that Article I, where these words are found, refers to claims "on the part of citizens," &c.; while in Article II the words "on the part of citizens" have been omitted. It is worded this way, "presented to them by the citizens." So in the article which defines the jurisdiction of this Commission, the words used are "on the part of citizens," and in the following provision, which most evidently refers to preceding article, the words are changed, and the paragraph reads, "presented to them by the citizens of either country."

There is, however, another way of ascertaining the exact meaning of these words, and of explaining them. These words, "on the part of," were borrowed from the treaty of Washington of May 8, 1871, between the United States and Great Britain. In a case pending before that Commission, where a somewhat analogous demurrer was interposed on behalf of the United States, in opposing it Her Britannic Majesty's counsel used the following language: "Why were the words 'on the part of' used? It seems to me that they must have been used *ex industria* to embrace claims other than those which could be presented by British subjects, and that they should include all cases arising out of a violation of British rights by acts committed against the persons or property of those entitled to the protection of the British Crown in respect of such acts committed. And thereupon the demurrer was overruled by the Commission." (See Henry Howard's Report, 329.) I submit that the convention between France and the United States contains the same expressions, and that here the decisions of the English Commission must be of great weight.

And now I come to the second division, I believe, of the brief of the counsel of the United States: "Has the Commission jurisdiction over these claims?" And this leads to this further inquiry: What is jurisdiction, and what constitutes jurisdiction in this case? We have stated in our br ef that there were four requisites to give jurisdiction to this Commission. First, the acts complained of had to be committed by the United States; second, the acts had to be committed within the jurisdiction of the United States as it is defined in the treaty; third, the acts had to be committed during the period of time named in the treaty; fourth, the acts complained of must have inflicted injuries on the person or property of a citizen of France. The brief on behalf of the United States contains, in answer to this, the following statement (page 1): "Jurisdiction is made up of two essential qualities, (1) jurisdiction of the person, and (2) jurisdiction of the case; or, as the counsel for the French Republic terms it in the paragraph quoted, jurisdiction of the claim. In all personal actions or causes involving personal rights, a court cannot proceed one step unless it has jurisdiction of the person, and then, having jurisdiction of the person, if it have also jurisdiction of the case or claim, it may proceed to adjudge the rights of the party."

I claim that the jurisdiction of this Commission, as it is sought to be established by the counsel for the United States, would conflict with the best precedents. I will quote first from a case decided by the Supreme Court of the United States. I select

this case because it arose under the treaty of May 8, 1871, between the United States and Great Britain. The court says:

"In Clark *v.* Clark, where the contest was between the bankrupt and his assignee, touching a fund in the Treasury, derived from a foreign Government, the Secretary, though not a party, was enjoined from paying it over until the rights of the contestants were settled in the suit then pending." But suppose, as has been suggested, that the money was in the British exchequer, at the seat of the home Government, still the court below acquired jurisdiction of the parties and had an important duty to perform."

And again, in the same opinion:

"Where the necessary parties are before a court of equity, it is immaterial that the *res* of the controversy, whether it be real or personal property, is beyond the territorial jurisdiction of the tribunal." (See Phelps *v.* McDonald, 99 United States, pp. 306, 307, and 308.)

The converse proposition is just as true. Who can deny that in every proceeding *in rem*, provided the subject-matter of the controversy is within the jurisdiction of the court, it does not matter whether the parties are or are not before the court. But the courts have gone further.

In 1871 there were moneys belonging to the French Government—personal property—deposited with a certain banking house in England, and there were parties who claimed to recover certain sums from the French Government. They applied for an injunction to Vice-Chancellor Malin, then holding the equity court of England, to restrain the said bankers from paying to the French Government the moneys deposited with them, which moneys were within the jurisdiction of the court. Here no personal service could be obtained, since no subpœna could be served on the ambassador of France at London; nevertheless the court held that it had jurisdiction over the fund without personal process had on the defendant, and a temporary injunction was granted.

So the two propositions submitted by the counsel for the United States are not supported by the just-above-stated decisions—one by the Supreme Court of the United States, the other by the vice-chancellor of England. This view of the case I, therefore, earnestly submit to the Commission: First, the jurisdiction over the subject-matter may exist independently of the jurisdiction over the person, and a claim to a chose in action may be decided here, even if the party was not subject to the jurisdiction of this Commission.

Let us look at another side of this same subject—that of a Frenchman deceased since the time of the injury suffered. Rule 1 of this Commission says: "If a claimant be dead, his executor or administrator or the legal representatives of the estate must appear, unless it be shown," &c. So the Commission, under its own rules, recognizes that a claim of a deceased Frenchman is before the Commission. Thus an American-born citizen, appointed administrator by a court, is recognized under your rules.

At the same time I may refer this Commission to the precedents created by the British Claims Commission under quite identical articles. I find that administrators presenting themselves with letters of administration granted by a county judge were recognized, and as such they represented the estate—no matter who might have been the parties interested in the estate, either as creditors, as heirs, legatees, &c. And here I wish to refer, also, to the words used by the Alabama Court of Claims, where the Hon. Mr. Davis was, I believe, secretary. It was held by that Commission "that, owing to the peculiar circumstances of these claims, they should not be allowed to perish through a strict adherence to the technical rules of courts of law." And further: "The court, by the presiding judge, stated its opinion, early in its session, that letters of administration or letters testamentary granted in any State of the United States would give authority to sue in this court."

I will take the liberty to come back to the proceedings of the British and American Commission, and I will do so in borrowing the very words used by Mr. Carlisle in his brief in opposition to the demurrer interposed by the United States:

"Where a British subject has died, and his property has not been administered, no one could make the claim but an administrator representing the British right of the deceased owner, and claiming in his stead. That this Commission should refuse to make him an award, because it does not affirmatively appear that living British subjects are interested in procuring such award, would be manifestly unjust and unreasonable." (See Howard's Report, pp. 329-330.)

After the case was fully argued the Commission decided to overrule those demurrers, "the majority of the commissioners being of opinion that where the claim is prosecuted by an administrator, in respect of injury to property of an intestate who was exclusively a British subject, and the beneficiaries are British subjects as well as American citizens, the claim may be prosecuted for their benefit." (See same volume as cited above, page 18.)

In the case at bar, if this claimant, after suffering damages, had assigned his claim to a Frenchman, there is no doubt that the assignee, under your rules, would have a

standing here, and that he might claim damages. Again, if this claimant had died before he became naturalized in the United States, an administrator could have come here and prosecuted the claim. And again, in case claimant had died a bankrupt before he changed his nationality, there is no doubt, under the jurisprudence established by the British Claims Commission, that his assignee in bankruptcy or the receiver appointed by a court of equity would have a standing before you. This is all I wish to present now to the Commission on the question of the representation of a deceased person, his interest or estate

I come now to another branch of the case. The counsel for the United States has said in his brief (p. 6) that there was no case of a similar character before the British and American Claims Commission (or that no claim answering the description of that of Perché was acted upon by the Commission), and in support of his views he quotes certain circular letters written by the British agent, Mr. Henry Howard, in regard to the conditions to be complied with before claims were presented. This covers pages 6, 7, and 8 of the last brief on behalf of the United States. I beg to be excused from reading said letters, since the papers are before the Commission. The reason that decided Mr. Howard to issue such instructions is very plain. Mr. Howard could not do otherwise than to exclude British subjects naturalized in the United States. The British Government was bound by treaty stipulations. The treaty stipulation I am referring to bears the date of May 5, 1871. It is found in the naturalization treaty between the United States and England.

Indeed, just prior to the organization of the Commission organized under the treaty of Washington, a treaty of naturalization had been signed by the two countries, in which the conditions of naturalization were clearly defined. This accounts for Mr. Howard's instructions. The same would have been true in the case of a Commission with Germany, the same with Austria, the same with Italy, with Belgium, and some other countries that I might name. But France has no treaty of naturalization with the United States. It never has had any, and to understand and decide who is a French citizen and how French citizenship is lost, one has to fall back upon the municipal laws of France.

I will state first this proposition: That except under what is called "the general principles of 1789," there is no positive enactment anywhere permitting a French citizen to leave his country and to be naturalized abroad. The second proposition is this: That in case a Frenchman leaves his country and goes abroad, and becomes naturalized in a foreign country, his right to do so may have been implicitly recognized by the laws of France, but it is written in no legislative act of an affirmative character.

In the act of 27th of July, 1868, the United States declared positively that an American citizen had the right to go abroad and change his nationality. But there is no such a legislation in France. There are only the provisions of the Civil Code, whose negative character you will notice. Article 17 says:

"French citizenship shall be lost—first, by naturalization in a foreign country; second, by acceptance without authorization of the King of a public office conferred by a foreign Government; third, and lastly, by a commercial establishment in a foreign country without intent to return."

Such is the article, and now I come back to its first provision. A Frenchman goes abroad. There he becomes naturalized, but it is not *ipso facto* that he loses his citizenship in regard to the country of his origin. I think that the United States counsel will not be able to find anywhere any provision in the laws of France declaring that when a Frenchman has been naturalized abroad, the very fact that he was so naturalized is conclusive upon his country of orgin. The Civil Code says merely that such a Frenchman has lost his nationality; but by whom is this loss to be ascertained? The Code says nothing about it.

Whenever questions of that kind have arisen during the last fifteen years, and I may perhaps speak of them with some degree of positiveness, so far as the French Republic and the United States are concerned, the Government of the United States has applied to the Government of France to decide whether Mr. So-and-so who held a certificate of naturalization in the United States had *ipso facto* ceased to be a French citizen, and the Emperor himself, in all his power, always declined to accede to that demand. Why? Because there is only one authority in France which has jurisdiction over the matter; that is the French courts. Take, by way of illustration, the case of a Frenchman who came to this country and was naturalized here, and who returns to France. Before that man was naturalized in the United States, he was not protected by the statute of limitations, so far as military duty at home was concerned. Suppose that that man returned to France after he changed his nationality, and that he was arrested—cases after cases of that description are before me here—and whenever the United States minister to France has called the attention of the Imperial or Republican Government to those questions, what has been the answer? There has always been but one, viz: We are going to test the case before the courts. So the Frenchman who claims to have been naturalized in the United States is imprisoned by the order of the Secretary of War, for instance, and thereupon the case

is referred to the courts. The courts, on presentation to them of the certificate of naturalization abroad, decide that the citizen of French origin has lost his citizenship for the reason that he was naturalized abroad, and it is only when that point is decided by a competent court that the Government of France recognizes the newly-acquired nationality of its native-born citizen.

I wish to read a few lines from General Dix's correspondence on that point. I read from United States Diplomatic Correspondence of 1868, part 1, pages 444, 445:

"It is proper to add, that in all cases when a Frenchman has been conscripted, and stands on record as having failed to comply with the requirements of military service, a judicial inquiry takes place. His passport does not exempt him from arrest and detention; but the Government always allows him to go at large on engaging to appear at the time and place appointed for the examination. The first examination is by a civil tribunal. If he is found to be a citizen of the United States, he is exempted from military service. He is then brought before a council of war, which decides whether he has been delinquent, and, if so, whether his delinquency is removed by prescription."

In the same volume there is a case of that kind stated on page 453:

"On being advised officially of these facts by the Marquis de Moustier, I sent him a copy certified under the seal of the legation, of Brailly's certificate of naturalization, and he was promptly released. The Imperial Government only asked that he should satisfy the established form of proceeding by going before a civil tribunal with his certificate and passport, and show that he had been naturalized as a citizen of the United States."

So the case of Brailly comes just in support of the general statement made by General Dix.

I have before me all the papers relating to naturalization, expatriation, &c., prepared at the request of the President of the United States. I am able to say that my statement is supported by the opinion of an advocate of the court of appeals of Paris, who is the counsel of the British embassy there; that opinion is printed in this book. Mr. Treitt refers to other cases besides that of Brailly, and finally he lays down the general doctrine in the following way:

"If the person seeking to avoid the performance of military duty pleads naturalization in a foreign country, the court-martial defers the enforcement of the penalty and grants the accused a delay, that he may be enabled to prove his foreign citizenship in the courts.

"If he obtains a judgment declaring that he has lost his French citizenship, the court-martial acquits him, but only when his naturalization took place three years before. If this is not the case, the judges enforce the penalty provided for the offense. In fact, the avoidance of military service is an offense which no mere lapse of time can cancel; it lasts until the military service is rendered. Now, the jurisprudence of courts-martial says that the offense no longer exists when the offender has become naturalized in a foreign country; thenceforward the offender who has been naturalized more than three years incurs no penalty." (See U. S. Diplomatic Correspondence for 1873, p. 1280.)

The principle which underlies this whole subject is, that no military power can be prevented from enforcing its claim to military service, unless a civil court has held that the Frenchman naturalized abroad is duly naturalized there.

There are certain civil rights which belong to Frenchmen alone—they are few in ber, but there are some. For instance (at least it was so for a great many years), that of holding and owning shares of the Bank of France, which was exclusively reserved to Frenchmen by legislative enactments. At same time Frenchmen are exempt from furnishing the *cautio judicatum solvi* under article 16 of the Civil Code; and again, they enjoy some privileges which relate to contracts between Frenchmen and aliens. If I remember rightly, a case arose where a Frenchman was naturalized abroad and came back to sue on a contract, and thereupon this question came up before the court: Is he an alien or a French citizen? The court held, on the very threshold of the proceedings, that they had to pass upon the question of citizenship.

And now comes a decree about which some words ought to be said here. It is the decree of the 26th of August, 1811, which has never been repealed. Under that decree it is provided that "no French citizen can be naturalized in a foreign country without our authorization."

This article stands to-day in full force. It is not always applied, but sometimes it is.

I come now to the last branch of the case, about which I wish to submit some remarks to this honorable Commission. If it comes to this—that the personal status of the French citizen must be established at the time of presenting his claim—I have to refer the counsel for the United States to two decisions, both of great weight. The former is a decision of the King's Bench in England; the latter is a decision by the American and British Commission of 1853. In the case of Wilson v. Marryatt, 8 Term Reports, 31, the question was *as to the* legality of a trading voyage to the East

Indies, which was the subject of a policy of insurance to one Collet, who conducted the voyage. That trade was then forbidden to British subjects, but was open to American citizens by the treaty of 1794 between Great Britain and the United States. Collet was a British-born subject and an adopted citizen of the United States, and the question was as to whether or not he was entitled, under the treaty, in his character as an American citizen, to a right from which he was excluded by a statute as a British subject. Here is a case where the same man is at the same time a British subject owing perpetual allegiance to England and an American citizen. The case was argued three times before the court of the King's Bench, and at last the court held that Collet, being within the description of the treaty of 1794 by virtue of his American citizenship, he could not be excluded on account of his British nationality. The case was carried to the Exchequer Chamber, and there the judgment was affirmed.

The second case is that of Uhde & Co. *v.* Great Britain, decided in the Commission of 1853. I will take the liberty to read from the opinion of the honorable umpire of that Commission:

"However good the claim of Messrs. Uhde & Co., as conquered Mexicans, against the United States, by the interpretation of the law of nations as given by the decisions of the courts of Great Britain, may be, the claim ought to be excluded from this Commission. The Government of the United States have, however, entertained the claim in the correspondence between the diplomatic agents of the two countries, and for this reason we hold that it should be considered and settled without further delay."

As the case is somewhat extended, I will state it in a few words. Here is a British subject who, under the laws of war, is to be regarded as a Mexican, and, nevertheless, his former character as British subject is held to be sufficient to secure for him an award by the honorable umpire of that Commission.

And now, in summing up, I wish to say that in regard to the citizenship of the right reverend archbishop of New Orleans, when the case was presented to the agent of France, then Mr. Lanen, he submitted the question to me to know whether I thought that the case should be presented. I answered in the affirmative, for the reason that so far as the French Government is concerned, and inasmuch as French courts have not decided to the contrary, that gentleman is as yet a citizen of France.

On the other hand, there is the great question of equity. This claimant cannot find anywhere else a remedy; and France, that to a certain extent represents him as yet, cannot do otherwise than to give him the opportunity to present himself before this honorable Commission, where he will obtain justice.

At the same session the counsel for the United States made the following argument in conclusion:

As I may not be able to make my remarks clearly understood by all the members of the Commission, what I may say will be reported and placed in the hands of the Commission in print.

First of all, I am obliged to Mr. de Chambrun for the admission he makes at the close of his argument, that the agent, Mr. Lanen, at the very outset was so much in doubt as to whether this case came within the jurisdiction of the Commission under the treaty, that the question was the subject of conference between the agent and the counsel of the French Government. Next, I trust that the counsel for the Government of the French Republic will not take it amiss if I say, in the beginning, that I feel at liberty to omit any attempt to answer some portion of his remarks and argument, as I cannot bring myself to feel that they are pertinent to the issue before the Commission. I shall now state the views which are entertained by the counsel for the United States upon the question of jurisdiction as affecting nationality, or, rather, upon the question of nationality as affecting jurisdiction, and relating not only to this case, but to some other cases which are to be presented to the Commission.

We do not deny the right of an administrator, though an American citizen, to appear before this Commission in behalf of a claimant, or the estate of a claimant deceased, provided that the beneficiaries of the claim are themselves French citizens and were such when the claim arose. If they are not so nationalized we deny the right of an administrator to appear, not because he is administrator, but because the beneficiaries themselves, if other than French citizens, would have no right to stand before this tribunal. We claim that an administrator can have just those rights which his constituency would be entitled to enjoy if the constituency itself could appear. Therefore we admit the right of an administrator to appear, provided his constituency comes within the scope of the treaty, but not otherwise. This is a question, however, which is a little broader than it presents itself upon the demurrer in this case, and I may add that a demurrer has already been filed in another case, where the party claiming alleges that she is now a citizen or subject of the German Empire, having been in the city of Strasburg when the cession of Alsace took place, and did

not avail herself of the privilege of the treaty, by which she might have retained her citizenship in France.

In fine, we deny the right of a claimant to appear personally before this Commission or by a representative, unless the claimant was a French citizen when the loss was incurred, nor unless his citizenship in France has remained undisturbed until the moment of the presentation of the claim before the Commission.

The question of citizenship has been a disturbing one in this country from the beginning, and this honorable Commission will understand, upon the suggestion, that the views entertained in the United States have not conformed to European ideas concerning citizenship, and also that the difference is due largely to circumstances which I will state. In Great Britain especially, where the feudal system existed for a long time, the relation of the subject was personal to the king. To some extent, I suppose, that same relation has subsisted in all the European states. In this country the citizen is paramount. He is the first personage of the State, and from him, considered individually and in the aggregate, all power is derived. The authority that is exercised by the magistrate, by the military or by the civil officer, is that authority which the citizens have conferred through constitutional processes. In Great Britain it was the theory that power originally resided in the sovereign; that grants were made by the sovereign to the subject, and that in return the subject owed loyalty, obedience, and service to the source of power. Of course, these opposing ideas, operating on one side of the Atlantic in one way and on the other side in another way, have been the source of differences all the while, but in these hundred years there has been great reconciliation and a manifest tendency to entire unity of ideas and policy.

Passing from this topic for a moment, it seems proper for me to say that the authority of this Commission, I respectfully submit, is not derived from tradition; it is not derived from the habits or usages of countries, either the United States, France, or Great Britain; not dependent upon opinion anywhere, but it is derived exactly and specifically from the treaty, and from nothing else. If there have been decisions under other treaties, or if there have been decisions in the courts which seem to militate against the doctrine which the United States attempts to set up here and undertakes to maintain, those decisions and those views are of no consequence whatever unless there be some ambiguity of language in this treaty, some phrase which is a phrase of municipal or of international law, and which requires interpretation. In such a case we necessarily go to the municipal law or to the international law to find the meaning, but unless some of these things exist or occur there is nothing, I respectfully submit, for this Commission to do except to look at the treaty. If it be clear; if it be unambiguous; if it be not open to doubt as to what the intention of the parties was, as that intention has been set forth in the language of the treaty, then there is nothing for the Commission to do except to observe the treaty. Nor is it of the least consequence that there is no other tribunal that can do justice to these claimants, if justice has not been already awarded to them. This is not a tribunal to administer justice generally. It is a tribunal to carry out the provisions of the treaty. Of course there are many wrongs that cannot be remedied by this tribunal. Of course there are many persons who think that they are restrained of their rights in some way or shape, but they cannot come here unless they are authorized by the treaty to come here; and it is not of the least consequence—it has been drawn into the discussion in the briefs—but it is not of the least consequence whether there is any court in the United States that can give Perché his claim. It is not of the least consequence whether Congress has constitutional power to reimburse him, or whether it has the disposition to reimburse him. If it happen that, by virtue of his position as an American citizen, he cannot obtain that indemnity which, if he had preserved his citizenship in France, he might have had, that is his own affair. My friend, de Chambrun, says that Archbishop Perché could not hold real estate under his office as archbishop without becoming a citizen of the United States. That is not a consideration for this Commission. The archbishop decided that question. It was presented to him whether he would accept citizenship in the United States, with capacity to hold real estate, or whether he would preserve his citizenship in France and deny himself the capacity to hold real estate. If he took citizenship in the United States he took it with all its advantages and with all its disadvantages. If he chose to surrender citizenship in France, he surrendered the advantages and he avoided the disadvantages. He made his choice, and he stands before this Commission to day either as a French citizen or as an American citizen, and it is for this tribunal to say which he is.

I ought to say in passing—although the remark is not exactly pertinent to the case of Perché—that it so happened in our first brief (on page 2) that a remark was made which has been commented upon in the reply of the French counsel, and not treated in our rejoinder, and therefore I speak of it. The sentence is this—after quoting from Article II of the treaty in which it is provided that the Commission "shall be competent and obliged to examine and decide upon all claims of the aforesaid character presented to them by the citizens of either country, except such," &c., we say, "The

treaty thus speaks in the present tense, and bars any and every claim, unless the person presenting it is at the time of its presentation a citizen of the country through whose agency the claim is to be enforced."

We should have said *unless the person in whose behalf the claim is presented was at the time of its presentation*, &c.

Now, Mr. President and gentlemen of the Commission, we are brought to the consideration of this question: Does the French Government, speaking through its counsel here, deny or admit the right of a French citizen to change his nationality?

Mr. DE CHAMBRUN. Under certain conditions to be complied with, the French Government has never denied the right to change nationality, and this results from what we call the principles of 1789.

Mr. BOUTWELL. Following what has been said by the counsel for the French Government, and availing myself of such information as I am able to command, I venture to state the position of the French Government in regard to citizenship, and the right of a French citizen to make a selection of nationality. There are some things which we do not put in statutes. They are those things about which there is no difference of opinion, and the statute of 1868, passed by the Congress of the United States, in which it is declared that expatriation is a universal right common to all men, was only extorted from Congress by the objections and difficulties that arose in our communications with other countries touching this matter of citizenship. For ourselves, we existed for a hundred years without ever having said that an American citizen might change his nationality, because it was an admitted right about which we had no doubts. We always admitted the right. We only declared our long-settled opinion when questions of difficulty arose in our relations with other Governments.

Mr. DE CHAMBRUN. The courts denied it up to 1868.

Mr. BOUTWELL. Not our courts.

Mr. DE CHAMBRUN. The Supreme Court of the United States held to the doctrine of perpetual allegiance up to 1868.

Mr. BOUTWELL. Not unless the denationalized ci izen was domiciled in or returned to this country.

I can well understand that the Government of France, from the revolution of 1789, which broke down what had previously existed of the feudal system, so recognized the right of the citizen to choose his nationality, that a legislative declaration was superfluous. The 17th article of the French Code recognizes the right and most clearly. It proceeds upon the idea that a French citizen may denationalize himself, and it declares that he loses his citizenship in France when he is naturalized in another country, as he may also lose his French citizenship when he does certain other things. Unquestionably in every country there exists the right to demand of a born subject, who may have become a subject or citizen of another country without having fulfilled those obligations to the country of his origin which the laws exact of him, the performance of those obligations which he had failed to meet before his expatriation whenever he returns to and puts himself under the jurisdiction of his native country. Out of this claim of right, sometimes too broadly asserted, questions of difficulty have arisen between the Government of the United States and certain of the European Governments. I say with great respect that in our negotiations with France there has been no question as to the right of a French citizen to become an American citizen. The question of difficulty grew out of a practice prevalent in Great Britain, Germany, and perhaps in other continental states. A citizen would leave Great Britain, Germany, or France at a period of life when he was subject to military duty, become a citizen of the United States under our laws, and then return to his native land, live among his old associates, and escape the obligations that rested upon the persons with whom he had been identified. This course appeared to be a great injustice to his neighbors and associates, and the Government looked upon it as an effort upon his part to shirk his proper responsibility in domestic affairs. Our difficulty was to devise means for the protection of this class of American citizens against demands which seemed harsh or unjust.

We saw the injustice of maintaining the proposition that a foreigner who had been naturalized in this country might return home, live permanently among his old associates, and plead his American citizenship as exemption from military services, or the performance of other duties theretofore imposed upon him.

And I have to say, further, that all that Mr. De Chambrun has quoted of codes and decrees touching citizenship in France, with reference to persons naturalized in other countries, tends to support the positions I now maintain. Penalties are therein imposed for not performing military service. There is not one word, however, as far as I have observed, that has been read by him which goes to show that the French Government does not recognize the right of a French-born citizen or subject to become a citizen of another country, provided always that he stays in that country, or, if he returns, that the obligations resting upon him when he left the country are fairly met.

Mr. DE CHAMBRUN. Now suppose a Frenchman naturalized in this country, and owns shares of the Bank of France, which, unless it has been very recently changed,

can be held only by Frenchmen—suppose he has naturalized here, what does become of the ownership of those shares? Is it in the penalty that they must be turned over to somebody else—that he cannot hold them? It is a penalty? It is merely a provision of the civil law affecting rights of that kind.

Mr. BOUTWELL. I should call it a penalty, certainly. A privilege is the enjoyment by somebody of that from which somebody else is excluded. Now, then, that is necessarily a privilege that is secured to French citizens who are permitted to own shares in the Bank of France to the exclusion of others. When you take from a person a privilege the taking of the privilege is a penalty. Therefore when you take from a French citizen naturalized in the United States, and on account of his being so naturalized, the privilege of holding shares in the Bank of France, you impose a penalty upon him.

Mr. DE CHAMBRUN. In that case it does not relate to military duties or to duties to the Government. It is a matter between individuals. The naturalization works as between individuals.

Mr. BOUTWELL. It is not necessary for us to consider what the effects of citizenship in another country are upon a born French citizen. The only point which concerns us is, for the moment—and I do not think that even that question is of supreme importance—to know whether under the French system the right of a French-born citizen to be a citizen of another country is recognized; and I submit with great confidence and with entire respect, both to this Commission and to the counsel for the Government of the French Republic, that not only the 17th article of the Code, but all the history, both diplomatic and legal, goes to show that the French Government has recognized this right. That the Government has imposed penalties upon citizens who have denationalized themselves and neglected or avoided the performance of certain obligations resting upon them is all evidence tending to show that the right of a French-born citizen to become a citizen of another country is fully recognized.

The decree of the 26th of August, 1811, is of the same character. I am not going to trouble the Commission with reading any portion of it; but two things will appear from an examination of that decree:

First, that it was really a military order. It was issued in time of war. It was in an exigency. It was a military order, substantially like our military orders which we issued during the war. They passed away when the occasion for their enforcement had disappeared.

But, secondly, and of more importance, this decree recognizes, from beginning to end, the right of French citizens to make themselves citizens of another country.

I come now to the consideration of the question of naturalization, for the purpose of asking the Commission to reach a conclusion as to what must have been in the mind of the French Government when the treaty of January 15, 1880, was made. At that time the United States had treaties with Austria, with Baden, with Bavaria, with Belgium, with Denmark, with Ecuador, with Great Britain, with the Grand Duchy of Hesse, with Mexico, with the North German Union (made with Prussia in 1868), with Sweden and Norway, with Wurtemberg, and in all those treaties the right of citizens or subjects of the respective Governments to become citizens of the United States under our naturalization laws was fully set forth and declared; and the converse, that citizens of the United States might become citizens or subjects of these several countries, was also set forth and declared.

I assert, as well-established facts and of general knowledge, that in 1880 citizens or subjects of the nations of Europe might become citizens of the United States, and that citizens of the United States might become citizens or subjects of the respective Governments of Europe, and that these legal and practical propositions were substantially incorporated into the international law of the continent of Europe and of the United States.

What, I ask, is international law? It arises from the practice, from the agreement in treaties, from the general understanding, from the aggregate of conduct and judgment of nations and of persons having charge of public affairs. In 1880, when this treaty was made, we may fairly say that this was the international law of the two continents. To be sure, France had not become a treaty party to it, but the municipal history of France, the public history of France, the international dealings of France with other countries, its code and its decrees, all tend to show that France recognized the same law. Therefore she was bound also to recognize and maintain the doctrine of expatriation precisely as she would have been had she assented to it by a solemn treaty.

But I say more than this. If the argument of the counsel for the French Government proves anything, it proves too much. If it proves anything in reference to the proposition, it is that the Government that he represents, and I certainly do not intimate anything of the kind, but if he proves anything he proves that the Government that he represents acted in bad faith in forming this treaty. Citizens of the United States and citizens of France are described in the language of the treaty, and who were meant? France must have known from her intimate acquaintance with the princi-

ples and the practice of this Government from the very beginning that we recognize equally and alike as citizens of this Republic those who were born on our soil and those who, born in other lands, have been naturalized and made citizens of the United States under our laws. With us, as France well knew, there was no distinction. France could not have understood otherwise than that we understood the words, "citizens of the United States," as including equally and alike those born upon our own soil and those naturalized under our laws. Therefore I say, with deference to this Commission and with entire integrity of opinion concerning the purpose of France, that the Government which my friend now represents here had no other idea when the treaty was made than that citizens of France, whether born in France or naturalized under her laws, were parties upon one side, and citizens of the United States, whether born upon our soil or naturalized under our laws, were parties on the other side.

Governments, aggregations of men, and represented by men, are only human things, and they are controlled by the considerations which operate upon us as individuals.

This treaty, then, like every other arrangement between Governments, was made as a matter of interest, but upon a principle. The interest was to protect on the part of the United States those persons who owe allegiance to the United States, of whom service might be required, and from whom contributions might be expected. On the part of France the interest was to protect and guard and help those who, as French citizens and owing allegiance to that country, could be depended upon for support, for aid, for contributions, for all the different services which the Government might require. In 1880 France had no interest whatever in undertaking to protect a person who, though born in France, had ten years before absolved himself from all allegiance to that Government, had taken upon himself obligations to another Government, and as to allegiance, to services, to contributions, to help, had placed himself at the disposal of another country. Therefore, with confidence I maintain that in 1880 France had no interest whatever in undertaking to protect persons who, though born in France, had absolved themselves from their allegiance to France and had assumed allegiance and obligations and duties to another Government.

And, last of all, unless this question of citizenship is to be forever in doubt, *in nubibus*, it is in the interest of us all, representing nations here, that each Government should look to, provide for, protect, and defend its own citizens, and leave the citizens of other countries to be provided for, protected, and defended by the Governments to which they owe allegiance. And I go so far as to say—I have said in the brief, and I do not hesitate to assert it and to stand by it—that the Government of the United States had no power on the 15th of January, 1880, upon its own motion and by its own capacity, to act for or in behalf of any citizen of France. It could only indemnify citizens of France through the agency of the Government of France. I say, on the other hand, that on that day the Government of France had no capacity legally, had no jurisdiction, no authority, to act in behalf of a citizen of the United States. Citizens of the United States must look to their own Government. Citizens of France must look to their Government. On the 15th of January, 1880, Archbishop Perché, of New Orleans, had been for ten years a citizen of the United States. There is no evidence that he ever returned to France, or that he had ever given any intimation of a purpose to return. Indeed, in his memorial, in the first paragraph, he declares that in 1870 he was naturalized, and that since that time he has been an American citizen. Those are his very words, and the proposition now is to declare that he is not an American citizen, but is a French citizen.

Mr. President and gentlemen of the Commission. I might very well have left all this to you, without an observation on my part. I fear that I may not have aided you at all in your deliberations, but for myself I have not a doubt that the treaty, which is the law under which we are acting, construed according to the natural and reasonable and proper use of language, speaks in the present tense. It is not retroactive, and those persons only who, when they present their claims before this tribunal, are citizens of France, can have a standing and prosecute their claims against the United States; and those persons only who are citizens of the United States when they present their claims can appear and prosecute their claims against the Government of France.

Thereupon the Commission gave an opinion in these words:

The Archbishop Perché in his memorial states that he was naturalized in the United States in 1870. He does not claim to be a French citizen.

Without deciding upon any other cases which may be analogous to this, we think that the claim of Monseigneur Perché must be rejected, because it does not come within the terms of the treaty, which only provides for the claims of French citizens.

While making this decision, we deem it proper for us to express our regret that we cannot take jurisdiction of a case which seems upon its face to be so equitable.

The claim was then disallowed for want of jurisdiction.

The Commission held, as had been contended by the counsel for the United States, that it was necessary under the treaty for the memorialist to aver and prove that he was a citizen of France when the losses occurred, and that he was a citizen of France at the time when his memorial was filed.

This rule was applied afterwards in all cases in which the question of citizenship was involved. At the end it appeared that there were thirty-three cases of persons claiming compensation who were citizens of France when the losses occurred, but who had in the intervening period been naturalized and accepted citizenship in the United States. These claims were all rejected. They amounted in the aggregate to $282,884.50.

EGLE AUBRY *v.* THE UNITED STATES, No. 25.

In the memorial of Egle Aubry *vs.* The United States, No. 25, it was set forth that she was born in the territory of Orleans the 3d day of January, 1803, while that territory was a French colony and under the control of the French Government.

Upon this statement a demurrer was filed by the counsel for the United States.

In support of the demurrer it was contended on the part of the United States that inasmuch as the claimant was in the territory of Orleans when that territory was ceded by France to the United States by the treaty of April 30, 1803, she thereby became a citizen of the United States inasmuch as the treaty of cession transferred to the United States full and complete jurisdiction over the inhabitants resident upon the territory without any reservation whatsoever on the part of the French Government. In support of this position the counsel for the United States cited Wheaton's Elements of International Law (6th edition, p. 627), where, in treating upon the subject of naturalization, he says: "There have been also several cases of collective naturalization." The author then proceeds to mention the convention of April 30, 1803, of the United States with France for the cession of Louisiana, the treaty of 1819 with Spain for the purchase of Florida, the treaty of 1848 with Mexico, by which California was acquired, and the resolution of 1845 for the annexation of Texas, whereby the citizens of those various territories became citizens of the United States.

The brief in reply was filed by the counsel for the French Government, but it was prepared by the special counsel of the memorialist, as appears from a statement interposed by the counsel for the French Republic, and found in the record of the case.

The counsel for the memorialist relied upon the third article of the treaty, which is in these words:

> The inhabitants of the ceded territory shall be incorporated in the Union of the United States and admited as soon as possible, according to the principles of the Federal Constitution, to the enjoyment of all the rights, advantages, and immunities of the citizens of the United States, and in the mean time they shall be maintained and protected in the free enjoyment of their liberty, property, and the religion which they profess.

The memorialist in this case was a woman of color, and until the ratification of the fourteenth amendment her citizenship had never been recognized in the United States.

It was claimed by the special counsel that she had not enjoyed the advantages and immunities that were guaranteed to her as a citizen of the territory of Orleans, and that consequently her French citizenship had remained unimpaired.

In support of this position the case of one Decuir was cited, who was

the son of a free negro. The father was a citizen of the territory of Louisiana when it was ceded to the United States. The son, having been impressed into the Confederate service, was discharged by the superior court of Alexandria, upon a writ of *habeas corpus*, and upon the ground that he was not a citizen of Louisiana, and, consequently, that he was protected as a French subject under the third article of the treaty of 1803.

Upon the issues thus presented the demurrer was sustained by the following decision of the Commission:

The claimant, Egle Aubry, a colored woman, was born on the 3d day of January, 1803, in the territory of Louisiana, then a French colony, and therefore was by birth a citizen of France.

On the 30th day of April, 1803, the territory of Louisiana was by treaty ceded by France to the United States. The treaty "cedes to the United States forever and in full sovereignty the territory, with all its rights and appurtenances, as fully and in the same manner as they have been acquired by the French Republic in virtue of the treaty with Spain." Spain had ceded the territory to France in October, 1801, and the cession did not affect slavery, which then existed there.

The treaty of cession contains no provision by which the inhabitants could remain, or by their option choose to remain, French citizens. On the contrary, the third article of the treaty obviously contemplates that they were to be American citizens. Article III of the treaty is as follows:

"ART. III. The inhabitants of the ceded territory shall be incorporated in the Union of the United States, and admitted as soon as possible, according to the principles of the Federal Constitution, to the enjoyment of all the rights, advantages, and immunities of the citizens of the United States; and in the mean time shall be maintained and protected in the free enjoyment of their liberty, property, and the religion which they profess."

There is nothing in the treaty, therefore, to indicate that it was the intention either of France or of the United States that the inhabitants, or any of them, were to remain citizens of France. On the contrary, it was intended that they should be citizens of the United States.

The demurrer is sustained, and the claim is disallowed.

PIERRE S. WILTZ *v.* THE UNITED STATES, No. 313.

The right of heirs to appear by an administrator or other duly constituted authority was considered in the case of Pierre S. Wiltz *v.* The United States, No. 313.

The memorialist set forth that he was the public administrator for the parish of Orleans, in the State of Louisiana, and that as such he was duly appointed administrator of the succession of one Leon R. Delrieu, who died at New Orleans the 15th day of April, 1879. It was averred in the memorial that in the year 1862 certain property of the said Delrieu was destroyed at New Orleans by order of the provost marshal of the district, and that he was imprisoned under said order for the term of thirty-three days. The administrator claimed the sum of $47,000 as the value of the property taken and destroyed, and the damages due on account of said imprisonment were laid at $10,000 more. It was averred in the memorial that the beneficial owners were the creditors and heirs of said Delrien, and that they were legally represented by the memorialist.

Upon these facts as set forth the counsel for the United States interposed a demurrer, alleging that the matters and things contained in the memorial were not sufficient under the treaty nor in law for the claimant to have and maintain his claim against the United States, in that it did "not appear from said memorial that the alleged beneficial owners of said claim are or ever were citizens of France."

Upon the issue thus framed the question raised by the demurrer was heard by the Commission. The question was argued upon briefs and *orally* by the counsel for the respective Governments.

In support of the demurrer the counsel for the United States contended that the authority of the Commission in the matter of jurisdiction was limited to claims by citizens of France, and that the limitation had reference to the beneficiaries, and not necessarily to the party by whom the claim might be presented. It was admitted by him that it was not essential that the citizenship of Wiltz should be averred or proved, but that his right to prosecute the case of the persons whom he professed to represent depended upon their citizenship in France. It was claimed by the counsel for the United States that, inasmuch as the said Delreiu was not living the 15th day of January, 1880, when the treaty was ratified, the provisions of the treaty could have no effect upon him personally, nor upon any claim that he might then have had against the Government of the United States, except as far as such claim had descended, by operation of law, to his heirs or legatees, who were themselves at the date of the treaty citizens of France. It was further contended by the counsel for the United States that as to creditors, whether they were French or American citizens, they were alike incapable legally of appearing before the Commission as claimants. It was contended, also, that previous to the ratification of the treaty there was no claim on behalf of Delrien that could be enforced; that it was by and through the provisions of the treaty that the claim had a legal existence, and by the provisions of the treaty it could only be enforced by French citizens; and that if Delrien's surviving heirs were French citizens they would have the same standing before the Commission that Delrien himself would have had if living, but if his heirs were American citizens, or if, in the absence of heirs of blood, his property should descend by operation of law to the State of Louisiana, then, manifestly, the treaty could not give to his heirs or to the State of Louisiana a standing before the Commission, as they were not citizens of France. It was contended that at the time of Delrien's death no legal obligation was subsisting on the part of the United States to indemnify Delrien, and that when the treaty was made and the obligation assumed it was assumed to and in the interest of French citizens alone, and neither American heirs of Delrien nor the State of Louisiana secured by the treaty any rights whatsoever.

In support of the positions taken by the counsel for the United States, the attention of the Commission was called to the proceedings of the British and American Mixed Commission in the case of William G. Ford, administrator. In that case the Commission allowed the claim as and for the interest of Mary G. Barker, who was a legatee under the will of G. J. Robinson, the decedent and original claimant, and rejected the claim of two American citizens, who were also legatees under the same will. The Commission were also referred to the claim of Mrs. Grayson, being No. 291, before the same Commission. Mrs. Grayson claimed as administratrix of the estate of John J. Cowley, her former husband, and, when living, a British subject. After the death of Cowley she intermarried with one Grayson, an American citizen. The Commission disallowed the claim of Mrs. Grayson so far as it was prosecuted in her own right, although she, as well as Cowley, were British subjects by birth.

The special counsel on the part of the claimant submitted three propositions in support of the memorial:

1. That Leon R. Delrien was the original owner of the property described.
2. That he was a French citizen at the time his property and person were seized.
3. That the acts were committed within the jurisdiction of the United States by the military authorities of the United States and during the period prescribed in the treaty.

The Commission was referred to the first rule of the Commission, in which it is said:

If a claimant be dead, his executor or administrator or the legal representative of the estate must appear, unless it is shown that there are no creditors, and that the estate is settled.

The counsel maintained that at the moment the claim arose it partook of a twofold character; it was a claim due to a French citizen, and also a wrong done which the French Government was bound to see corrected, and in that light it became national in its character; that the death of the claimant had but one effect, to change the *personnel* of the action; but it neither lessened the obligations of the United States to remedy the wrong inflicted upon a French citizen, nor did it change the relations and duties of the French Government. The point was also made by the counsel for the claimant that the Commission had no right to consider the disposition of any award that might be made; that the distribution of an allowance must be left with the Government prosecuting the claim and the courts appointed or established for that purpose. The attention of the Commission was directed to the case of James B. Halley *v.* The United States, No. 205, before the Mixed English and American Commission, and eleven other cases, which involved the questions presented in the demurrer in this case. The counsel cited the following passage from the opinion of the commissioners in the case of Halley:

When the claim is presented by an administrator in respect of injury to the property of an intestate, who, while living, was a British subject, and the beneficiaries are British as well as American subjects, the claim may be presented for their benefit, and the nationality of the administrator does not affect the question.

It was contended by the counsel for the claimant that "the name of the claimant, or of the administrator or representative, is used to define the claim and adjust the amount to be paid for the wrongs committed against his person or property, but for all other purposes the claim is national, is presented by the Government on behalf of the claimant, and the sums awarded, if any, are to be paid to it; hence it can make no difference who prosecutes the claim of a French citizen—one who was French at the time the wrong was done within the terms of the treaty.

At the hearing, the counsel for the French Government contended that the day the damage was done the claim arose; that it was then a chose in action, although it could not be enforced; that the right existed, that it was absolute and complete, although it could not be carried into effect. Quoting the first article of the treaty, the counsel maintained that the remedy provided for was in its nature retroactive. The treaty does not refer to "claims that shall arise," but it speaks of "claims that have arisen from such a day to such a day. Therefore, by action of the treaty, the claims to-day are presumed to have been perfect as early as the day the damage was suffered; the *chose in action* is to-day presumed to have been complete and perfect the day the injury was suffered." The counsel for the French Government maintained the following positions:

First, the injuries are suffered by a Frenchman; second, they are suffered at a certain date; third, the right to recover is a right solemnly proclaimed by both parties. On the other hand, the jurisdiction of this Commission is perfect, and the retroaction of the effect of that jurisdiction is plainly set forth in the convention of January 15, 1880.

The counsel for France also referred to the case of Phelps *vs.* McDonald. McDonald, a British subject, had been engaged in business in the

United States, and was a bankrupt under the laws of the United States. He was the owner of a claim against the Government of the United States which he had obtained by purchase from his assignee. An award was made to McDonald, and the Supreme Court held that the moneys belonged to his creditors. Several other cases were cited by the counsel for the Republic of France, and, among others, Agnes Crook McLeane, administratrix (Alabama Claims Court, p. 112 and follow) Charles M. Smith and Agnes Pollock, (British and American Claims Commission, Howard's Report, p. 15 and follow), also Elizabeth Sherman's case (p. 69 of same report), and in conclusion he stated as a matter of fact, awards made by international commissions are paid by one Government to another.

The majority of the Commission, Baron de Arinos and Hon. A. O. Aldis, made a decision in the case as follows:

WASHINGTON, *January* 19, 1882.

Leon R. Delrieu, a French citizen, died at New Orleans April 15, 1879. He was the original owner of this claim. He was a French citizen both at the time he suffered the loss and at the time he died.

Pierre S. Wiltz, of New Orleans, files this claim as the duly appointed administrator of Delrieu. He states in the memorial that the present beneficial owners of the claim are the creditors and heirs of said Delrieu, "who are legally represented by your memorialist."

He does not state that the creditors and heirs of Delrieu, or any of them, are French citizens.

The counsel of the United States demurs on the ground "that it does not appear from the memorial that the alleged beneficial owners of the claim are, or ever were, citizens of France." He claims tnat this Commission has no jurisdiction of a claim unless at least some one of the beneficial owners is a French citizen. He admits that the nationality of the administrator is of no account, for he has no beneficial interest and merely represents the real claimants.

The counsel of France claims that as Delrieu was a French citizen at the time he suffered the loss, and so continued up to the time of his death, the administrator of his estate has the right to present and recover for the claim, although none of his creditors and heirs are French citizens.

This is a question of jurisdiction.

In deciding it we must be governed by the language and meaning of the convention.

We think it was not enough that the deceased was a French citizen when he suffered the loss and when he died, and that his administrator presents the claim. It should further appear that the real and beneficial claimants, who will ultimately receive the amount that may be allowed, are French citizens, and they must appear and present their claims. This appears to us to be the plain meaning of the first and second articles of the convention. They do not, in our judgment, admit of any other construction.

We do not think it necessary, at this time, to make any further statement of the reasons for this decision.

The demurrer is therefore sustained, and the claim is disallowed.

Mr. de Geofroy, the commissioner for the French Republic, filed an opinion dissenting from the decision of the Commission, which is printed in the appendix and marked "Exhibit E."

The opinion of Mr. Commissioner Aldis is also printed in the appendix, and marked "Exhibit F."

Subsequently to these proceedings the counsel for the French Republic entered a motion to suspend so much of the decision rendered as disallowed the claim, and that the memoralist have twenty days to show the interests of French citizens. That motion was granted.

The said Wiltz submitted what was called a "reply to the demurrer," in which he set forth that certain persons, who were citizens of France, were the heirs and beneficial owners of the claim described in his memorial. The counsel for the United States objected to the further consideration of the case: First, upon the ground that the Commission

having decided that said Wiltz had no standing before the Commission upon his memorial, inasmuch as the facts set forth therein were not sufficient to give the Commission jurisdiction, neither he, nor the counsel for the French Republic in his behalf, could make any motion which involved the validity of the memorial; and, secondly, the counsel for the United States objected to the paper upon the ground that it did not authorize the said Wiltz to act for the persons who in the paper were alleged to be the heirs of said Delrieu, and the beneficiaries of the claim, if any allowance should be made. When the motion to suspend the decision was made, January 19, 1882, the time within which, under the treaty, memorials could be filed had passed; and it was contended by the counsel for the United States that it was not competent for the Commission to permit any amendment of, or to allow any motion in reference to, the memorial filed originally by Wiltz, as any motion which operated to revive that memorial and to give Wiltz a standing before the Commission would be equivalent to the allowance of a new memorial.

The counsel for the French Republic claimed that the paper filed the 28th of January, 1882, was a compliance with the decision of the Commission, and that it was not an amendment to the memorial. He contended that the two conditions required by the Convention had been complied with, namely, that the claim was a French claim in its inception, and that it was then a French claim, as it was owned by French parties, it having "descended from Delrieu, whose heirs now appear before the Commission." The counsel for the French Republic also relied upon the stipulation between the counsel for the two Governments, in which it was agreed that, upon the reassembling of the Commission in the autumn of 1881, the counsel for the two Governments would be prepared to submit briefs upon demurrer in cases that represented classes of claims and in cases deemed important by the counsel for either Government.

The position taken by the counsel for the United States was sustained by a majority of the Commission in a decision filed January 31, 1882, in these words:

> Before the French and American Claims Commission, upon the motion of the counsel for France to suspend the order disallowing the claim and permit the "reply to the demurrer" of the administrator, stating that there are two heirs of the deceased Delrieu living in France who are French citizens, and for whom he wishes to appear, to be filed, and for the administrator to appear for them—
>
> It is ordered, that the motion be denied, and the amendment, or "reply to the demurrer," by which the administrator appears for the two heirs, instead of their appearing for themselves, is rejected, and the decision of the Commission that the claim of the administrator be disallowed is confirmed.

The proceedings in the case of Wiltz, and the decision of the majority of the Commission, justify the following conclusion:

1. That in case of the death of a claimant it was competent for his legal representative to appear and prosecute the claim, and that without reference to the nationality of the representative.

2. In order that jurisdiction should be taken by the Commission, it was necessary that the memorial should set forth as facts, (1) that the decedent was, at the time the loss occurred or the injury was sustained, a citizen of the country prosecuting the claim; (2) that the heirs or legatees who would receive the benefits of any award that might be made were also citizens of the same country at the time the treaty was ratified, and (3) that the memorialist was duly authorized to appear in behalf of the beneficiaries.

HENRIETTE LEVY *v.* THE UNITED STATES, NO. 253.

The memorial of Henriette Levy against the United States, No. 253, sets forth that she was the widow of Jacob Levy, late of Strasburg, Germany, who died at that city the 1st day of March, 1871; that the said Jacob Levy was, during his life, a member of the firm of Isaac Levy & Co., doing business at Alexander, Rapides Parish, Louisiana, from 1861 to 1865; that the said firm was composed of said Jacob Levy, deceased, Isaac Levy, deceased, Benjamin Weil, deceased, and Marx Levy, then a resident of the city of New Orleans; that each of said copartners was interested in the affairs and assets of said firm in the proportion of one undivided fourth part; that in the month of April, 1863, the said firm of Isaac Levy & Co. were the lawful owners of 253 bales of cotton; that said cotton was taken possession of by the military authorities of the United States by one F. G. Pope, captain of Company D, Forty-first Regiment Massachusetts Volunteers; that the said Jacob Levy, deceased, acquired by purchase, the 16th day of March, 1866, from two of his said copartners—Isaac Levy, deceased, and Benjamin Weil—an additional fourth part interest in the property and assets of the said firm of Isaac Levy & Co.; that Jacob Levy and Isaac Levy, deceased, were native-born citizens of France, and not naturalized in the United States, and that the said Benjamin Weil and Marx Levy were citizens of the United States. Mrs. Levy made claim, as widow of said Jacob Levy, in her own right, and also as tutrix of her six minor children.

Upon this statement of facts the counsel for the United States filed a demurrer to the memorial on the following grounds:

1. As to the whole case: That it appears that the claimant and her children, about the year 1871, became citizens or subjects of Germany, and have ever since remained and are now such citizens or subjects, and have not since that year been citizens of the Republic of France, and that this claim is therefore not presented by or on behalf of the citizens of that Republic.
2. As to the interest alleged to have been assigned by Benjamin Weil: That as it appears that said Weil was at the time of the acts complained of a citizen of the United States, the claim is not one arising out of acts committed against the persons or property of citizens of France.

In support of so much of the demurrer as related to the claim derived from Benjamin Weil by assignment, the counsel for the United States contended that inasmuch as the said Weil could not have maintained a claim before the Commission, so neither could Jacob Levy, his assignee, if living, have maintained a claim, and, consequently, that the memorialist, Henriette Levy, was under a like disability. (See case of Perché.)

As to the claim of Jacob Levy, as represented by Henriette Levy, the counsel for the United States maintained that by the treaty of peace of the 10th of May, 1871, between the Republic of France and the Empire of Germany, the province of Alsace, in which the town of Strasburg is situated, was ceded to Germany, with all the inhabitants resident therein, except such as might avail themselves of the privilege guaranteed by Article II of the treaty, in which it was provided that all French subjects born upon the ceded territory and actually domiciled therein, who desired to preserve their French nationality, should have the opportunity until the 1st day of October, 1872, to make a declaration before competent authority of their purpose to change their domicile to the territory of France and become citizens of that country. It appearing from the memorial that the claimant was born in Alsace, and

that her husband, in whose right she claimed to appear, died at Strasburg the 1st day of March, 1871, and before the ratification of the treaty, it followed that the said Henriette Levy was still a resident of Strasburg, within the territory ceded by the treaty of May 10, 1871. Inasmuch as there was no allegation that she ever availed herself of the privilege conferred by the second article of the treaty, it was a reasonable presumption that she was then a citizen or subject of the German Empire, and, being such, it followed that she had no standing before the Commission. The decision of the Commission in the case of Archbishop Perché was referred to in support of the position, and the counsel for the United States thereupon moved that the memorialist should be required to amend her memorial, and state whether she had availed herself of the provision of the treaty of May 10, 1871, and that, in default thereof, the case should be dismissed.

The special counsel for the memorialist maintained that the case was not analogous to that of Archbishop Perché, inasmuch as in that case the claimant had voluntarily renounced his allegiance to France and become a citizen of the United States, while Jacob Levy, the husband of Henriette Levy, was born in France, lived in France, and died a citizen of France. It was further contended that, inasmuch as Jacob Levy was a citizen of France when the loss was sustained, and continued to be a citizen of France during his life, the claim was by a citizen of France, and that the Commission should take and maintain jurisdiction. In support of this position the first, second, and fourth articles of the treaty were quoted. The attention of the Commission was also called to the seventh article of the treaty of February 23, 1853, between France and the United States, in which it is provided that—

Frenchmen shall enjoy the right of possessing personal and real property by the same title and in the same manner as the citizens of the United States. They shall be free to dispose of it as they may please, either gratuitously or for value received, by donation, testament, or otherwise, just as those citizens themselves; and in no case shall they be subjected to taxes on transfer, inheritance, or any others different from those paid by the latter."

It was claimed that any change in the nationality of the country of their nativity could not affect the rights acquired by the heirs of Jacob Levy, while the country was an integral part of France, and they were citizens thereof; that the repeal of a law, or change of a treaty, or a cession of territorial domain subsequent to the date when the right of inheritance attached, could not affect any right acquired under the treaty, or such law or cession of territory. Several authorities were cited in the brief in support of these positions, and especially the decision of the Supreme Court of the United States in the case of Dawson's Lessee *vs.* Godfrey (4 Cranch, 321). It was also claimed by the counsel for the memorialist that the nationality of the father was that of his minor children; that neither the mother nor guardian could change it during their minority; that when the minors arrived at the age of discretion or majority they had the right to elect whether they would join the country to which their father owed allegiance at the date of his death, and that until that period arrived they continued citizens of France. The cession of Alsace, it was alleged, did not affect in any particular the private rights of the citizens to property or claims for injuries committed prior to the cession.

The counsel for the United States, in reply to the position taken by the counsel for Levy, that there was no analogy between the case of Perché and the case at bar, maintained that the question for the Commission to consider was one solely of the fact of citizenship, and that

the motive, or reason, or the attending circumstances in the case of a change of nationality ought not to be considered, and could have no weight properly; that, assuming the position of the counsel for Levy to be a tenable one, it was true that she had the option tendered to her by treaty of 1871, and she was then called upon to make her choice, either to remain in Germany and become a subject of the German Empire, or to accept the privileges of the treaty and retain her citizenship in France. She chose to remain in the German Empire, and thus voluntarily she fixed permanently her character as a subject of the German Government.

The Commission sustained the demurrer in these words:

The Commission, in this case, judges well-founded and admits the demurrer interposed by the agent of the United States to the claim or memorial. In its opinion, it is beyond doubt that the claimant and her children, being natives of Alsace, and having always resided there, and not having made choice of the French nationality during the interim granted by the treaty of May the 10th, 1871 (which applied to persons of full age as well as to minors), are included in the collective naturalization, real as well as personal, which resulted to that country in consequence of its annexation to the German Empire, sanctioned by that treaty. And as German subjects, which they have become, they cannot in any manner have recourse to a Commission created solely for the settlement of certain claims of French or American citizens.

The French nationality of Jacob Levy, whose rights the claimant and her children have inheritd, cannot be included in this inheritance. Possessed by him alone, it does not satisfy the requirement of the convention, which demands French nationality in those who actually present themselves before the Commission.

Benjamin Weil and Marx Levy never having been French, the rights which they transferred to Jacob Levy cannot, *a fortiori*, be taken into consideration, nor can they render any better the legal condition of the claimant and her children.

For these reasons the Commission sustains the demurrer of the United States counsel and declares the claim outside its jurisdiction.

The judgment of the Commission sustaining the demurrer was dated the 25th of June, 1881. The 20th of September, 1881, the claimant, by her attorney, filed an amendment to the memorial, in which she declared that she and her minor children were residents of and citizens of France, and that her post-office address at that time was in Paris, France. Documentary evidence was also filed showing that the said Henriette Levy had made application to the authorities of France, and that she was reinstated as a French subject the 3d of June, 1882.

The counsel for the United States claimed that the amendment was in effect an admission that Henriette Levy and her minor children were citizens of Germany at the time the treaty was ratified, and that citizenship in France acquired after the date of the treaty could not give jurisdiction to the Commission over parties so acquiring citizenship.

The case was dismissed finally for want of jurisdiction.

ARTHUR LEVY *v.* THE UNITED STATES, No. 359.

In the case of Arthur Levy against the United States, No. 359, the memorialist represented that Marguerite Cleoptine Decuir was the owner of certain personal property specified, of the value of $13,345; that said property was taken by Captain Hopkins, of the Kansas Cavalry, at Morganza, Pointe Coupée Parish, State of Louisiana, and that the receipts given for the same were lost during the war. It was also stated further that said Marguerite Cleoptine Decuir was the wife of said Arthur Levy; that she died the 11th day of August, 1870; that her heirs were her husband, the said Arthur Levy, and three children, two of whom were minors at the date of the memorial. It appeared from the memorial that the said Arthur Levy was admitted to citizenship in the United

States in the year 1874, four years after the death of his wife. It appeared also that at the date of his naturalization all his children were minors, and thereupon the counsel for the United States filed a demurrer asking that the claim be dismissed, on the ground that the naturalization of the said Arthur Levy, in 1874, had transferred the citizenship of his minor children from France to the United States. In support of the demurrer the counsel referred to section 2172 of the Revised Statutes and to the opinion of the Supreme Court of the United States in the case of Campbell *v.* Gordon (6 Cranch, 176), in which the doctrine was maintained that minor children of naturalized persons, by the naturalization of the parents, became citizens of the United States.

Upon a motion of the counsel for the French Republic the argument upon the demurrer was postponed until the testimony in behalf of the claimant had been taken. The testimony failed to show that the children who were minors when the father became a citizen of the United States had made a declaration within a year after arriving at majority of their intention to become citizens of France. The counsel for the United States claimed that they had accepted citizenship in the United States, and that, as to the child who was yet a minor, he followed the condition of his father.

The special counsel for the claimant contended in reply that the law of the United States in these words, "that the children of persons duly naturalized under any laws of the United States, being under the age of twenty-one years at the time of their parents' naturalization, shall, if dwelling therein, be considered as citizens of the United States," was directory and not mandatory, and that if it had been the purpose to confer citizenship upon minor children, born before the naturalization of their parents, the act would have declared positively that such children were citizens of the United States. Inasmuch, therefore, as the act stated that such children would be considered citizens of the United States, it was discretionary with their parents or legal representatives, during their minority, to exercise such privilege if the interest of the minors required it, but, if this privilege were not taken advantage of during their minority, the children would retain their status as foreign subjects and as such would be entitled to all the rights and privileges of such subjects when they reached their majority. It was averred by the counsel for the claimant that the father did not consider them citizens of the United States, and that they had never taken advantage of the provisions of the act of Congress, nor in any matter enjoyed the privilege of that act to be considered citizens of the United States.

The claim was disallowed, but the question of jurisdiction was not disposed of by the Commission.

DAVID KUHNAGEL *v.* THE UNITED STATES, No. 438.

The memorialist in this case represented that in the month of May, 1864, the Army of the United States under Major-General Banks seized and appropriated to the use of the Government a cottage-house, bakery, and movable property of various kinds, all of the value of $4,538. He also set forth in his memorial "that on the 16th day of October, A. D. 1872, he went before the parish judge of the parish of Rapides, State of Louisiana, and took an oath to support the Constitution of the United States, renounced his allegiance to the Republic of France, and that a decree was pronounced by said court fully naturalizing him as a citizen of the United States of America." He averred, however, that he had since learned that the petition on which said proceedings were

had contained matters and things which were not true, and which were not known to the petitioner at the time, and were not authorized by him; that said petition was not read over to him, as he well remembers, and that said matters and things set forth in said petition were unknown to the petitioner until the 7th day of May, A. D. 1881. He added that he distinctly remembers taking the oath aforesaid in open court. He then proceeded to say in his memorial:

The matters and things stated in said petition which are not true and which were not authorized by your petitioner are as follows, viz: "The date of his birth, as stated in said petition, October 18, 1834; that your petitioner came to the United States of America with the *bona fide* intention of becoming a citizen of the United States; that he had resided in the United States since 1855; that he was a minor when he came to the United States." And your petitioner avers that he never made any declaration of his intention to become a citizen of the United States at any time or in any manner, save and except as hereinbefore stated, and that no proceeding was ever instituted by him before the 16th day of October, 1872, as hereinbefore stated; that he had never voted before that time or sought to exercise the rights of an American citizen in any way, but had always claimed to be a citizen of France.

The record in the case showed that by a decree of the court in and for the parish of Rapides, Louisiana, dated October 16, 1872, the said Kuhnagel was naturalized and authorized to exercise all the rights and privileges of an American citizen. Upon that fact, as disclosed by the record, the counsel for the United States filed a demurrer, alleging that said Kuhnagel was a citizen of the United States at the time the treaty of the 15th of January, 1880, was ratified.

In reply the counsel for the memorialist introduced a decree, dated April 12, A. D. 1882, made by one Aristides Barbin, judge of the twelfth district court, Rapides Parish, State of Louisiana, in a case entitled "*In re* David Kuhnagel, No. 2701." In this decree it was stated that—

The decree made and passed in the late parish court on the 16th day of October, 1872, in cause No. 825, was made and passed by the court in mistake of the real facts, and that the court was misled by material mistakes inadvertently made in the petition, and that the said David Kuhnagel was and is not in any way responsible for such mistakes; and being also further of opinion that the said David Kuhnagel is not a citizen of the United States, and has not hitherto, and never was admitted to become a citizen of the United States according to law: It is therefore, this 12th day of April, A. D. 1882, by the court adjudged, ordered, and decreed that the said decree of the late parish court of the 16th day of October, 1872, in cause No. 825, be, and the same is hereby, wholly annulled, vacated, and set aside.

On the issue thus framed the counsel for the United States maintained that it was not competent for the judge of the district court of Rapides Parish to annul or vacate or set aside a decree of that court, by which David Kuhnagel had been admitted to citizenship in the United States. The counsel claimed that an examination of the Revised Statutes (sections 2165 to 2174, inclusive) showed that the power conferred upon certain specified courts to admit aliens to citizenship was a limited authority, defined by statute, and could be exercised only in conformity to the statutes; that authority was not anywhere given to any court to annul a certificate of naturalization theretofore granted, and that such certificates could only be attacked collaterally in cases involving the rights of claimants to citizenship whenever a contest should arise. It was maintained further by him that the Supreme Court, in the cases of Campbell *v.* Gordon (6 Cranch, 176) and Starke *v.* Ches. Ins. Co. (7 Cranch, 420), had held that the Supreme Court could not go behind the certificate and inquire whether the court which granted it observed the requirements of the statute as to the antecedent proceedings. He also invoked, as a well-settled rule of practice, recognized by the common law of Great Britain, that a court has jurisdiction over a

judgment, order, or decree which affects the rights of parties only during the term at which the judgment, or order, or decree may have been made, and that when the roll is made up and signed, or the term of the court is concluded, there is no power remaining in that court or in its successor to amend, alter, or annul any such order, decree, or judgment, but that errors could be corrected only by appeal or by a review under statute authority.

In reply it was contended that the right of the claimant to file his petition was sustained by Adams' Equity, 419; Daniel's Ch., 1584, and the cases there cited. Those cases supported the doctrine that where a decree has been obtained by fraud the court will restore the parties to their former situation, whatever their rights may be. Reference was made also to the case of Evans *v.* Bacon (99 Mass., 213) and Plymouth *v.* Russell (7 Allen, 438.) The authority of Mr. Justice Field was also quoted, who said in the case of The United States *v.* Castero (5 Sawyer, C. C., 628):

The doctrine that the jurisdiction of the court over a cause after final decree ceased with the term in which the decree is rendered, is intended to protect parties from disturbance and litigation after the merits of their cases have been fully heard and determined. It was not intended to protect them in decrees entered by mistake any more than in decrees entered by imposition or fraud upon the court.

The case of Campbell *v.* Cannon, decided by Judge Hunter, third judicial district court of Utah, was cited; also the authority of Mr. Secretary Fish, who said in the Kastellan cases, reported in "Foreign Relations, 1875, No. 252, Part 1," as follows:

I have the honor to inform you that under the circumstances, and in the case you state, certificates of naturalization, valid on their face and founded on a decree of a competent court, cannot be questioned except through judicial proceedings instituted for the purpose, in which the correctness of the facts formerly passed upon may properly be adjudicated, and that it is not within the province of the political department of the Government to anticipate what would be the result of a judicial inquiry into the question.

The counsel for the United States, in answer and in further support of the points made by him, said:

The rule in courts of law is that a decree or a judgment or an order made at a given term is not subject to alteration or revision at any subsequent term of the same court, except in cases where special authority by statute has been given. On this principle and rule of practice rest all the statutes of the various States, by which a party may have a review of a case even after execution has been issued for the enforcement of a judgment. In those cases, however, the proceeding is not by motion, but by a writ of review, supported by affidavits usually, and by a declaration. It is, in fact, a new suit relating to the same subject-matter, and the authority to institute it depends entirely upon the provisions of the statute under which the suit is commenced; and common law courts have no other authority in regard to their own decrees, orders, or judgments after the close of the term at which the decree, order, or judgment may have been announced. Courts of chancery are also alike powerless to annul a final decree made when the term of the court has expired. It is true, however, that by the rules of equity and the practice of equity courts, whenever a suffering party wishes to annul or avoid a final decree that has been made at a term of a court already ended he can obtain what is equivalent to a review by the preparation of a new bill, in which the grounds for the rehearing must be fully set forth and supported by the oath of the complainant. The court may then proceed to a reconsideration of the subject-matter. The proceeding, however, is a new suit, and every step taken must be in conformity to the rules of the court. A motion made at a term of an equity court to set aside a final decree made at a former term of the court cannot be entertained. In the opinion of the counsel for the United States no such motion has ever been made and entertained in any equity court of the United States. The court in which Kuhnagel was naturalized was a court of law, and the jurisdiction which it was then exercising was conferred upon it by a statute of the United States. As the agent of the United States Government, it had no equity power whatsoever. When it had passed upon the application of Kuhnagel to be admitted to citizenship, and had made the decree, it had no other power remaining except the

power to issue a certificate of naturalization; and it is quite immaterial whether the certificate of naturalization was or was not issued. Inasmuch as the power to make a decree admitting Kuhnagel to citizenship was a power derived from the statute, and inasmuch as the statute did not confer upon the parish judge of the twelfth judicial district court for the parish of Rapides, Louisiana, any authority whatever to annul the decree of the 16th of October, 1872, with stronger reason is it true that no such power existed in Aristides Barbin in 1882, as judge of the twelfth judicial district court of the State of Louisiana, to annul a decree made by H. L. Daigre, who was judge of the twelfth district court in 1872.

The majority of the Commission, Baron de Arinos and Mr. de Geofroy, gave an opinion, in which they said:

We accept the French citizenship of Kuhnagel, as we believe the certificate of his naturalization obtained by misrepresentation of material facts.

In the case of Joseph Bouillotte, No. 130, the Commission gave an opinion, in which they say:

In the Kuhnagel case this Commission held that we had the right to examine the original proceedings for naturalization, and finding that the certificate of naturalization was obtained by misrepresentation of material facts, we held it to be null and void.

The reasons on which the majority of the Commission acted are not of record, but it is understood that they were satisfied that Kuhnagel was not a minor when he arrived in this country, and that inasmuch as a preliminary declaration had not been made by him previous to the 16th of October, 1872, the proceedings then had were null and void. The question, therefore, of the right of Aristides Barbin to make a decree annulling the decree of his predecessor of the 16th of October, 1872, was not considered by the Commission.

JOSEPH BOUILLOTTE *v.* THE UNITED STATES, No. 130.

This case was analogous in some respects to that of Kuhnagel, No. 438. The issue was the citizenship of the memorialist.

In the month of October, 1868, and prior to the Presidential election of that year, Ryan & White, attorneys at law, applied to the parish court of Rapides Parish, on a petition signed by themselves and not verified by oath, to reinstate an alleged record of citizenship, and, on said application, they obtained the following order:

It is ordered, adjudged, and decreed that the judgment of citizenship in favor of Joseph Bouillotte, to date and take effect from the 1st day of January, 1854, to be revived, restored, re-established, with the same force and effect as the originals had previous to their destruction by fire in May, 1864.

Ryan & White were examined, and testified severally, that, while they had no recollection of the circumstances under which the petition was prepared and presented, they could state without qualification that they were authorized by Bouillotte to prepare and present the petition.

They asserted that they had never presented a petition unless they had authority from the person named as the petitioner. They admitted, however, that they had no recollection of the facts in this case.

White said:

I certainly would not have filed this petition, or any other petition, without being authorized by petitioner; that I know, and is not a matter of supposition (p. 199).

Bouillotte denied that he had any knowledge of said petition, or that he gave any authority to Ryan & White.

The record showed that the papers of the parish court were destroyed by fire in 1864, and that the legislature gave authority to the judge to hear testimony and make decrees for the purpose of re-establishing the

rights of parties as land-owners as they would have existed if the evidences of title had not been so destroyed.

Bouillotte denied having been admitted to citizenship in 1854, as was stated in the decree of 1868.

The decree quoted was dated October 7, 1868, and the next day Bouillotte was registered as a voter, and as a prerequisite he made oath that he was a citizen of the United States. Again, August 17, 1878, he took the same oath (pp. 117–119).

Bouillotte admitted that he had voted at local elections and that he had voted once at a general election, but he denied that he had taken the oath as stated.

One Kelley, who was sustained by two witnesses as a man of good reputation as to truth and veracity, and not impeached by any one, stated that he was present in court in 1853 or 1854 when Bouillotte took the preliminary oath to be admitted to citizenship.

This statement was denied by Bouillotte.

It further appears from the records in this case, and in that of Kuhnagel's (reported above), that many electoral frauds were committed in that parish from 1868 to 1880.

Subsequently, Bouillotte petitioned the judge of the twelfth judicial circuit, who made the following order (7th of January, 1882):

> This cause came on to be heard at the present session on the petition of Joseph Bouillotte and the exhibits filed herewith, and was argued by counsel and considered by the court. And the court being of opinion that Joseph Bouillotte is not a citizen of the United States, and has not hitherto and never was admitted to become a citizen of the United States according to law, and that no record of his ever having been so admitted was destroyed by fire in May, 1864, or ever had any existence. * * *
>
> It is therefore * * * decreed that the said decree of the late parish court of the 7th of October, 1868, * * * is hereby wholly annulled, vacated, and set aside.

There was testimony introduced by the defendant Government tending to prove that Bouillotte was not born in France at the time and place as averred in the memorial.

This point, however, was not considered by the Commission.

The counsel for the French Republic argued that Bouillotte had never changed his nationality; that under the laws of the State of Louisiana he had the right to vote at municipal elections and to hold municipal offices; that if he voted at general elections he did it under duress, and the counsel for the French Republic referred to the history of the electoral frauds committed in the Rapides parish; and, further, that the decision of the case by judicial authority was final and conclusive upon the Commission.

The counsel for the United States maintained the following propositions, viz:

1. That Bouillotte is not the ignorant and incompetent man that he represents himself to be when he attempts to repudiate the oath of allegiance which he took and subscribed the 8th day of October, 1868, as the sequel to the re-establishment of his claim to citizenship in the United States.

2. That the claimant does not prove his birth in France.

3. It is proved negatively that he was not born at the place and at the time alleged in his memorial, and testified to by him on two different occasions during his examination.

4. That the certificate of the birth of Antoine Bouillotte in 1815 has no legal relation to Joseph Bouillotte, inasmuch as the identity of Joseph Bouillotte with Antoine Bouillotte is not proved, and inasmuch, further, as the circumstances which are established tend to show that they

are different persons, born at different times, and bearing different names.

5. If it were otherwise in regard to the proof touching nativity and primary citizenship in France, the evidence of naturalization in the United States is so far conclusive as to require the Commission to refuse to take jurisdiction of the person of Bouillotte and of the case as set forth in his memorial. (See the case of Alexander, Hale's Report, p. 15.)

6. That he represented himself to the public as a citizen of the United States, and accepted office upon the basis of such citizenship, and it is not, therefore, competent for him to repudiate a citizenship which he recognized when he thought it to be for his advantage.

The case was dismissed for want of jurisdiction, M. Lefaivre dissenting.

Subsequently, a motion, supported by a brief, was presented by the counsel for the French Republic for a rehearing, which was granted.

The case was reargued at length. The counsel for the French Republic contended that Bouillotte had never lost the *animus revertendi*, as defined in article 17 of the Civil Code of France; that the burden of proof was upon the defendant Government and not upon claimant.

And, lastly, that the Commission having held Kuhnagel to be a French citizen, that decision should apply to Bouillotte.

The majority of the Commission—Baron de Arinos and Mr. Commissioner Aldis—sustained the position taken by the counsel for the United States, and in their opinion they say:

The defense is: That the claimant has established himself in the United States without any intention to return to France, and thereby has lost his French citizenship according to the Civil Code of France.

We hold that the declaration of an intention to become a citizen of the United States and to renounce all allegiance to France (the first step in naturalization) is *prima facie* proof of the "sans esprit de retour." It may be rebutted by satisfactory proof to the contrary.

In this case the following facts are proved: The claimant came to the United States in May, 1850. In August, 1850, he came to Alexandria, in Louisiana, and has ever since resided there—a period of nearly 34 years. He has never returned to France. He has a family and a home. He has been established in business as a carpenter and a merchant, and has been reasonably successful. He has owned real estate and buildings for many years. He has voted and held office. There is nothing to show that he has ever expressed the intention of returning to France. His parents in France are dead, and there is nothing to show that he has either friends or property there to return to.

The majority of the Commission then review the testimony with care and considerably in detail, and they say:

In the Kuhnagel case the Commission held that we had the right to examine the original proceedings for naturalization; and finding that the certificate of naturalization was obtained by misrepresentation of material facts, we held it to be null and void.

In this case we examined the original proceedings, and finding that they were not fraudulent, but that Bouillotte made his declaration voluntarily to become an American citizen, and to renounce his allegiance to France, we hold the declaration sufficient and in nowise affected by fraud.

We find, therefore, that the claimant had established himself in the United States without any intention of returning to France, and thereby has lost his French nationality. The claim is therefore dismissed for want of jurisdiction.

The French Commissioner, Mr. Lefaivre, said:

Without renewing the discussion with my respected colleagues upon the period of confusion in civil registers and in the evidence of citizenship resulting from civil war, I persist in my suggestion that the judgment of a regular United States court denies to Bouillotte the American citizenship, and asserts consequently his French nationality. Therefore I maintain and confirm my dissenting opinion in this case.

Upon the reading of this decision the counsel for the French Republic entered a formal protest, on the ground that the decision of the Commission was contrary to the laws and to the jurisprudence of France.

I protest on behalf of the French Government against the decision this day made and subscribed by two members of this Commission in the case of Joseph Bouillotte *v.* The United States. According to the laws of France and to its well-settled jurisprudence, this claimant is a French citizen. This Commission was organized under a convention directing the commissioners to apply to the facts developed in each case the laws of the respective countries, particularly when, as in this case, the question is one depending exclusively upon municipal jurisprudence, and not to create a code of laws originating in its own will, resting on mere passing impressions, and in conflict with well-established rules and usage, and with public law, justice, and equity. The counsel for the French Republic reserves to his Government the right to assert its own laws and to maintain its time-honored principles. France asserts its right to protect its own citizens everywhere throughout the whole world, and if decisions rendered here are of such a nature as to put them in jeopardy, the French Government reserves to itself the right to ask the Government of the United States for a revision of decisions entirely unacceptable.

ODON DEUCATTE *v.* THE UNITED STATES, No. 101.

In this case the claimant set forth in his memorial that Admiral Porter seized and appropriated to the use of the United States two lots of cotton—one numbering 391 bales and the other numbering 42 bales, and all of the value of $87,682.50.

Abou seventy witnesses were examined, and the record covered more than 700 printed pages.

Deucatte came to the United States from France in the year 1831, and at the close of the proceedings he had been a resident of this country for about fifty-two years. In all that period he had not returned to France, and upon the divorce of his wife, who was a French woman, he was married a second time to an inhabitant of Louisiana. In the year 1848 the claimant made oath before the district court of Avoyelles, by which he renounced his allegiance to France, and declared his intention to become an American citizen. There was no evidence, however, that that intention had ever been effected by a decree of naturalization. It was shown in proof that in the year 1867 in a proceeding before a United States district court in the State of Illinois, Deucatte had declared that he was a French citizen, and in the judgment given by the court he was so described. It did not appear, however, that the court had knowledge of the declaration made by Deucatte in 1848 of his intention to become a citizen of the United States, nor did it appear that the attention of the court was called to the Code of France, by which it is declared that the nationality of a French citizen is lost by residence abroad, "sans esprit de retour."

The majority of the Commission, Baron de Arinos and Commissioner Aldis, gave an opinion, in which they say:

Under the third provision of the Civil Code—that French citizenship shall be lost by an establishment in a foreign country without an intent to return (sans esprit de retour)—we have frequently decided that the declaration of an intention to become an American citizen, accompanied by such facts as are proven in this case, are full and satisfactory proof of the loss of French citizenship. In consistency with these decisions we find that the claimant is not a French citizen, and are therefore obliged to disallow the claim.

The reasons assigned would lead legally to the conclusion that the Commission intended to dismiss the claim upon the ground that the tribunal had not jurisdiction.

The French commissioner, M. Lefaivre, dissented from the conclusions of the majority, and said:

In my opinion the declaration of the claimant of his intention to become an American citizen, made in 1848, was only the first step in the process of naturalization, and this intention was never carried out. First, we find the claimant in 1867, in a proceeding before the United States district court in Illinois, declaring himself to be a French citizen, and the judgment of that court so characterizing him. It was not necessary, in order to give jurisdiction to the court, that the claimant should declare himself a French citizen. Therefore, there is no reason to doubt the truth of the declaration and the correctness of the finding of the court.

Moreover, there is no proof that the claimant ever voted or held office in this country, and numerous witnesses testify to his French citizenship and his expressed intention to return to France. He must, therefore, be considered as having retained his French citizenship.

JEAN PETIT *v.* THE UNITED STATES, No. 255.

The claimant averred in his memorial that on or about the 29th day of June, 1863, General Butler seized and appropriated to the use of the United States quantities of lumber and other movable property, of the value of $15,040. He also averred that his place of business was wrongfully seized and closed by General Butler, to the damage of the memorialist in the sum of $80,000 more.

It appears also from the memorial that Petit was naturalized by the district court of the parish of Orleans, State of Louisiana, in the year 1868.

The counsel for the United States interposed a demurrer, upon the ground that the claimant was not a citizen of France, but was a citizen of the United States.

Thereupon the memorialist filed an amendment to his memorial, in which he set forth that in the year 1870 he left the United States, returned to France, and resumed at once his nationality as a French citizen, and that since that time he had exercised all the rights of a citizen of France, and had been recognized as such by the French authorities. In the month of September, 1881, five months after his original memorial was filed, he was reinstated as a citizen of France by the act of the French authorities.

It was claimed by the counsel for the United States that the mere fact of his return to France in 1870, although followed by acts of citizenship and by a recognition of his citizenship by the French authorities, did not constitute him a citizen of France. In support of this position the 18th article of the Civil Code of France was quoted, in these words:

A native of France who shall have lost his citizenship may always recover it on reentering France with the authorization of the king, and on declaring that he wishes to remain there, and that he renounces all distinction contrary to French law.

Article 17 of the French Code was also cited, in which it is declared that French citizenship is lost by naturalization acquired in a foreign country. Resting upon the fact of the naturalization of Petit in the United States and the 17th and 18th articles of the Code of France, the counsel for the United States claimed that Petit did not become a citizen of France until the 12th day of September, 1881, when he was duly reinstated. As the date of his reinstatement was not only subsequent to the date of the treaty, but subsequent also to the presentation of his claim, the counsel for the United States contended that the Commission had not jurisdiction of his case. The special counsel for the claimant made answer as follows:

The evidence in the case shows that Petit was born in Bordeaux, France, in 1818; that he remained a citizen of France until October, 1868, when he was naturalized as

a citizen of the United States; that in 1870 he returned to France with his family and all his means, resumed his native nationality by his declaration and acts, and that he and his family have resided there continuously since, claiming to have resumed his native citizenship, and that he has been recognized as a French citizen. The certificate of reintegration as a French citizen was only the completion of all evidence on that point to meet any technical question that might be raised.

The opinion of Attorney-General Black, given in 1857, in the case of Amthor, a Bavarian naturalized in the United States, who returned to Bavaria, was cited in support of the position taken by the counsel for the memorialist. (Opinions of Attorneys-General, vol. 9, p. 63.)

Dana's edition of Wheaton (p. 144) was quoted also in the case of a Prussian subject naturalized in the United States, who had returned to Prussia when Mr. Wheaton was minister at Berlin. In that case Mr. Wheaton said:

Having returned to the country of your birth, your native domicile and national character revert so long as you remain in the Prussian dominions; and you are bound in all respects to obey the laws exactly as if you had never emigrated.

The Commission made an award to Petit in the sum of $2,865.

As the Commission entertained jurisdiction notwithstanding the naturalization of Petit in the United States in the year 1868, it is to be assumed that the views of the special counsel were accepted. It is not to be inferred, however, that the Commission reached the conclusion that the reinstatement of Petit as a French citizen in the year 1881 was accepted as justifying jurisdiction, but that the jurisdiction was found in the fact that he returned to France in 1870, and had acted as a French citizen and had been accepted as a French citizen for the period of ten years and more previous to his formal reinstatement in citizenship by the duly constituted authorities.

PETER M. NICROSI *v.* THE UNITED STATES, No. 415.

The memorialist in this case claimed compensation for several quantities of cotton, which he alleged were "lost or destroyed by reason of the war and the acts of the military authorities of the United States."

The claimant stated in his memorial that he was born at Rogliano, Corsica, the 28th day of October, 1837. From the testimony in the case it appeared that he came to this country in the year 1855, while a minor. He also stated in his memorial that he was naturalized at Montgomery, in the State of Alabama, the 25th day of October, 1870, and admitted to citizenship in the United States; but, in connection with that statement, he also declared that he was then, at the date when his memorial was filed (May 23, 1881), "a citizen of the Republic of France." The last averment was sustained by the proofs to this extent, namely, that in the year 1871, and immediately after the decree of naturalization, the claimant returned to France, and upon his return he addressed a communication to the mayor of Rogliano, in which he stated his wish to exercise the rights of a French citizen. He remained in France till about the year 1875, and during that period he enjoyed the privileges of a citizen of the French Republic, and performed also a certain kind of military service. Upon his return to this country in the year 1875, and during the subsequent years, and until 1878, he voted and held office and pursued his business in the State of Alabama. At the date of the memorial Nicrosi was living at Rogliano, but he was engaged in business at Montgomery, Alabama.

On this statement of facts the counsel for the United States contended that Nicrosi had never been restored to citizenship in France by the act

of the authorities duly constituted to reinstate him; that his return to the United States, and the exercise of the rights and privileges of a citizen in this country, were sufficient to justify the conclusion legally that he intended to continue a citizen of the United States.

The counsel for the French Republic contended that his declaration of intention to exercise the rights of a citizen of the French Republic reinstated him in citizenship, and this in view of the fact that his name appeared upon the electoral lists of the Commune of Rogliano for the years 1875 to 1881, inclusive.

The claim was dismissed for want of jurisdiction by the unanimous opinion of the Commission. In their opinion they say:

> This claimant was naturalized in the United States. He went back to France, but did not comply with the provisions of the civil code to become again a citizen of France. He came back to the United States, and there claimed the rights of an American citizen.

OSCAR CHOPIN *v.* THE UNITED STATES, No. 592.

The memorialist in this case claimed compensation for various articles of movable property, of the value of $31,371.73, alleged to have been seized the 13th day of May, 1863, by Major Robertson, of the First Regiment of Louisiana cavalry.

The claimant was the son of Jean Baptiste Chopin, who was a citizen of France and a resident of Louisiana; where he died in the year 1870, leaving as his heirs-at-law four children, of whom the memorialist was one, and who appeared on behalf of the others in the prosecution of this claim. The wife of the said Jean Baptiste Chopin died at a time previous to the death of her husband. Eugene Chopin, a daughter of Jean Baptiste Chopin, having married a citizen of the United States named Henry, so much of the claim as otherwise would have inured to her benefit was withdrawn by the counsel for the French Republic. After the presentation of the memorial, and during the pendency of the proceedings, Oscar Chopin, the memorialist, died, leaving as his heirs-at-law a widow and five minor children. The four children of Jean Baptiste Chopin were born in the United States, and the minor children of Oscar Chopin, grandchildren of Jean Baptiste Chopin, were also born in the United States. The record showed that the children of Jean Baptiste Chopin had visited France, and had resided in that country for brief periods of time.

On these facts the counsel for the United States maintained that the Commission had not jurisdiction of the case, inasmuch as the claimants, having been born in the United States, were made citizens of the United States by the fourteenth amendment to the Constitution. This as to the children of Jean Baptiste Chopin, and with stronger reason as to the children of Oscar Chopin.

An award was made by the united action of the Commission in the sum of $2,111. There was, however, no order as to the distribution of the sum so awarded, nor any indication of opinion on the part of the Commission as to the citizenship of the children of Oscar Chopin. It may, however, be assumed fairly that the Commission were of opinion that the children of Jean Baptiste Chopin, although born in this country, were citizens of France, and that, inasmuch as the death of Oscar Chopin occurred after the ratification of the treaty and after the presentation of the memorial, his right to reclamation had become so vested that it descended to his children independently of the question of their citizenship in France.

ARTHUR DENIS, TESTAMENTARY EXECUTOR OF L. F. FOUCHER, MARQUIS DE CIRCÉ, *v.* THE UNITED STATES, No. 603.

This claim was preferred in behalf of the heirs of Louis Frederic Foucher, Marquis de Circé, who died in France the 22d day of November, 1869. It was alleged in the memorial that the United States troops took and destroyed property and buildings upon the Foucher plantation, in the parish of Jefferson, Louisiana, in the years 1863 and 1864, of the value of $88,449.

The facts of record were these:

Foucher was born in the year 1798 in the city of New Orleans, province of Louisiana, then a part of the dominions of Spain. He was there resident with his father, Pierre Foucher, in the year 1803, when the territory of Louisiana was transferred to the United States. Louis Frederic Foucher remained at New Orleans until the year 1836, when he removed to France, where he continued to live until his death in November, 1869. During his residence in France for a third of a century he exercised the rights and enjoyed the privileges of a citizen. He owned a chateau and he assumed the inherited title of Marquis de Circé. But there was no evidence of record that he was ever reinstated or naturalized in conformity to the code of France.

It was claimed by the counsel for the United States, upon the authority of the decision of the Commission in the case of Egle Aubry (No. 25), that Foucher became a citizen of the United States by the treaty of cession of the territory of Louisiana in 1803; that his residence in France, even with the attending circumstances, did not entitle him to be considered a citizen of that country, and that consequently the Commission could not take jurisdiction of the case. It was admitted by the counsel for the United States that the supreme court of the State of Louisiana, in a case entitled "The State of Louisiana *vs.* The Succession of the Marquis de Circé," had held that he was at the time of his death a French citizen within the meaning of both the French law and the law of Louisiana.

The counsel for the French Republic maintained that, inasmuch as the father of Louis Frederic Foucher was born in Louisiana when that province was within the jurisdiction of France, his descendant, Louis Frederic Foucher, was a citizen of France and not affected by the cession of the territory of Louisiana by France to Spain, then by Spain to France, then by France to the United States. It was also claimed by the counsel for the French Republic that the opinions of certain French lawyers, whose words were quoted in the brief, should be accepted as the evidence of experts in regard to the law of France. M. Harrisse, speaking of the French law, said:

> Citizenship is conferred in the forms given in my first cross-interrogatory. It is evidenced by public notoriety and enjoyment and practice of certain political rights which are conferred on French citizens only, such as the registry of voting at elections or inscription on the electoral lists. But as the law does not prescribe the rules of evidence for such cases, it springs from circumstances.

The certificate of the minister of the interior was also relied upon. He said in substance that Louis Frederic Foucher, Marquis de Circé, born at New Orleans, had been, in view of the evidence produced, considered to be French and inscribed on the electoral list of the seventh arrondissement of Paris for the years 1864 to 1869, and that his inscription on that list established, until the contrary was proved, that he was

French. M. Jason, a French lawyer, who was examined as an expert, said:

I consider the French nationality of Louis Frederic Foucher, Marquis de Circé, as proved, first, by the judgment of the tribunal of the Seine of April 11, A. D. 1851, ordering the rectification of the birth certificate of his son, and the addition of the name of Circé, which had been omitted—an addition which the tribunal could order only after the Marquis de Circé had established his quality of French citizen; second, by the inscription of L. F. Foucher de Circé on the electoral lists of the seventh arrondissement on presentation to the competent municipal officers of documents establishing his quality of French citizen.

The Commission, by a unanimous decision, allowed the claim for the sum of $9,200.

This act was a recognition of the citizenship of Foucher in France; but whether the conclusion was reached upon the ground that the father of Foucher was a citizen of France, and that the son, although born in the territory of Louisiana, then a province of Spain, followed the condition of his father, or whether the Commission were of opinion that the removal of Foucher to France in 1836 and his continuous residence there for a third of a century and during his life, coupled with the fact that he was recognized as a citizen of France, although formal proceedings, as required by articles 9 and 10 of the French Code, had not been complied with, justified the conclusion legally that he was a citizen of France, does not appear.

BLEZE MOTTE *v.* THE UNITED STATES, No. 282.

The claimant asked compensation for a horse and other personal property, alleged to have been of the value of $298, and to have been seized by Captain Bunker, of the Forty-first Regiment of Massachusetts Volunteers.

In the testimony given by Bleze Motte (p. 11) it appeared that he "was a slave-owner before and during the late war."

The counsel for the United States filed a demurrer to the jurisdiction of the Commission, upon the ground that the said Bleze Motte had lost his citizenship in France.

There were three other cases in which demurrers were filed or arguments made, based upon the fact, either admitted or proved in each case, that the memorialist had been the owner of slaves. They were Pierre Nougué, No. 323, David de Laureal, No. 97, and Ladmirault, No. 475.

It was contended by the counsel for the United States that slaveholding, under the circumstances in the several cases specified, operated to denationalize a French citizen, the act being contrary to certain decrees of the French Government, which were cited as follows, namely:

A decree of the French Government, No. 296, dated April 27, 1848, entitled "Décret relatif à l'abolition de l'esclavage dans les colonies et possessions françaises," provides in article 8 as follows:

"A l'avenir, même en pays étranger, il est interdit à tout français de posséder, d'acheter ou de vendre des esclaves, et de participer, soit directement, soit indirectement, à tout trafic ou exploitation de ce genre. Toute infraction à ces dispositions entrainera la perte de la qualité de citoyen français." (Bulletin des lois de la République Français, No. 32.)

By the act of the National Assembly of France of the 11th of February, 1851, it is provided as follows:

"Article unique. Le délai que l'article 8 du décret du 27 Avril 1848 accorde aux Français établis à l'étranger, pour affranchir ou aliéner les ésclaves dont ils sont possesseurs, est fixé à dix ans." (Bulletin des lois 1851, 10 série, lois et décrets 7—304 à 409, page 220.)

By the executive decree of the 7th of May, 1858, the 8th article of the decree of 1848 was construed as follows:

"Article unique. Le paragraphe 2 de l'article 8 du décret du 27 avril 1848 est modifié ainsi qu'il suit:

"Le présent article n'est pas applicable aux propriétaires d'esclaves dont la possession est antérieure au décret du 27 avril 1848, ou résulterait, soit de succession, soit de donation entre vifs ou testamentaire, soit de conventions matrimoniales." (Bulletin des lois, No. 607, XI series. B.)

The counsel for the French Republic interposed the following declaration in support of his motion to set aside the demurrer:

I. Article II of the Convention of January 15, 1880, contains the following provision:

"But no claim or item of damage or injury based upon the emancipation of slaves shall be entertained by the Commission."

This provision excludes from the jurisdiction of the Commission all and every claim growing out of the loss of slaves, in whatever form said loss may have occurred.

Unless all the processes of reasoning are unsound, this implies that Frenchmen who held slaves may make claims before this Commission for any damage done to their person or property, except as to the exclusions enumerated in the above-quoted article.

II. The assumption that this Commission has the power to denationalize Frenchmen is most strenuously resisted on behalf of the Government of the French Republic. Whatever might be the legislation of France on the question of ownership of slaves, and whatever its effects upon French citizenship, it belongs exclusively to French courts to execute it.

III. The convention is part of the law of the two countries, and its effect is to set aside and annul every act of municipal legislation in so far as the same may conflict with the provisions of this convention. The convention itself being the last expression of the will of the contracting powers, does away with any act which might be held inconsistent.

IV. This Commission has no right whatever to inquire into the question raised by the counsel for the United States. It is submitted that the pleading, by means of which this question was raised, ought to be set aside without any further argument or delay.

V. Should the Commission entertain doubts on this point, the counsel for the French Republic contends that it is not within its province to inquire further into the question; it should be referred at once to the high contracting parties.

VI. The counsel for the French Republic enters his formal protest against any further proceedings intended to give jurisdiction to this Commission over questions which tend to distort the clear, distinct, and positive meaning of a solemn compact between two great nations.

VII. Pleadings interposed to that effect are frivolous, and ought not to be countenanced.

The counsel for the United States submitted the following argument in support of the demurrer:

These decrees operated to deprive the claimants in the cases at bar of citizenship in France, without any act of the Government of France or its tribunals. The decrees of that Government and the acts of the claimants in holding slaves after the expiration of the ten years prescribed by the act of the National Assembly of France of the 11th of February, 1851, deprived them of French citizenship in France as effectually as though they had been naturalized in the United States.

In the case of a person born in France and naturalized in the United States this Commission will look only at the evidence by which his naturalization is proved. In the case of a person born in France, and holding slaves contrary to the decrees referred to, the duty of the Commission is fully performed when, upon an examination of the proofs, there seems to be no reasonable doubt that the acts of the claimant are in violation of the decrees.

The loss of citizenship in such a case is not due to the act of the Commission, but is due entirely to the circumstance that the claimant, by his own acts, violated the laws of his native country. The penalty attached to that violation operates instantly and without the agency or the decision of any tribunal. The only question before the Commission is, did the claimant hold slaves in violation of the decrees and laws of the French Government? If so, then the Commission must hold that he is not a French citizen, precisely as they would in case of his naturalization in the United States.

The French Code in several of its articles, as well as in the decrees quoted, assumes

that a person born in France, and by his birth entitled to citizenship in that country, may lose his citizenship without acquiring a new nationalty.

The Revised Statutes of the United Stases (sec. 1999) assert the right of expatriation in these words:

"Any declaration, instruction, opinion, order, or decision of any officer of the United States which denies, restricts, impairs, or questions the right of expatriation, is declared inconsistent with the fundamental principles of the Republic."

It must therefore be accepted as a settled rule of fundamental law, both in France and the United States, that a citizen of either country may lose all his rights of citizenship in the country of his birth, and this without acquiring corresponding rights in another country.

It cannot be doubted that a French tribunal within the territory of France, and having jurisdiction of the person and of the case, would be competent to decide the question of the citizenship of a person born in France who had held slaves in violation of the decrees quoted. There is no evidence in the case at bar that such decisions have been rendered; but the counsel for the United States claims that this honorable Commission is endowed by the treaty with full power to decide whether a claimant is a French citizen, and that that power with reference to the cases at the bar of the Commission is as ample as could be conferred by the French Government upon any tribunal within the territory of France.

This Commission is at the same time a tribunal of France and a tribunal of the United States; and it is clothed with all the authority that could be conferred by either Government upon any tribunal within its territorial juridiction in all questions arising under the treaty and pending before the Commission. The question of citizenship is one of those questions, and a primary one in its nature. It is claimed by the counsel for the United States that this Commission cannot do otherwise than pass upon the question of citizenship, and in passing upon that question they will examine and apply the laws and decrees of France and the laws of the United States precisely as those laws and decrees would be applied by the French tribunals on the one hand and by the courts of the United States on the other in cases within their jurisdiction respectively. Nor is it necessary for this Commission to inquire whether the loss of citizenship was prescribed by the French Government as a penalty for slaveholding. It is by the decrees a consequence of slaveholding, and inasmuch as by the treaty a person not a citizen of France can have no standing before the Commission, it is the duty of the commissioners to consider the matter, not in the light of an infringement of the law and the infliction of a penalty, but in the light of a duty imposed upon it to ascertain whether the claimant is a French citizen or not.

The provisions of the second article of the treaty quoted by the counsel for France do not, in the judgment of the counsel for the United States, relate to nor in any manner affect the questions pending in the cases at bar. If the reasoning of the counsel for the French Republic be accepted that from this article the inference is plain and unambiguous that if the claimant has "two items of claim, one, say, for cotton and the other for slaves, the last-named is barred," but the first is valid, it does not follow that a person who held slaves contrary to the decrees is entitled to a standing as a French citizen. It might happen that by the laws of succession there might have been, except for the treaty, a claim for compensation for slaves lost by the original owner, and yet the person making the claim might not himself have held slaves in violation of the decree of 1848, and the decrees in addition thereto. It may also with propriety be said that the declaration in the treaty that no compensation should be made for the loss of slaves in no manner militates against the doctrine of the French decrees that a slaveholder should lose his citizenship in France. Indeed, it may well be assumed that a country which had denationalized its citizens on account of slaveholding would be unwilling either to make compensation for slaves emancipated or to claim compensation for its own citizens for such emancipated slaves at the hands of another government.

If it appear upon the evidence before the Commission that the claimant lost his citizenship in France, whether by naturalization in another country or by absence from France, without the intention of returning, or by taking office in a foreign country, or by holding slaves contrary to the decrees, then it is the duty of the Commission to refuse jurisdiction of the case, inasmuch as it can have no jurisdiction of the claimant if by any act, or by any process, or by the operation of any law, or any decree, his citizenship in France has been either transferred to another country or been lost by him in the country of his birth.

The powers and duties of the Commission in the cases at bar are the same in their legal character as in those cases where a French citizen has left France without the intention of returning or has held office in a foreign country.

By the French code the consequence or penalty of leaving France without the intention of returning, or of holding office in a foreign country, is loss of citizenship. The counsel for the United States does not entertain a doubt that the Commission would decline to take jurisdiction when either of these facts was proved.

By the decrees of the French Government the consequence or penalty of slave-holding is loss of citizenship, and the duty and powers of the Commission are as applicable to the case of the slaveholder as to the case of an office-holder or of a permanent resident in a foreign country.

It follows, then, upon an application of the decrees and laws of France to the facts established by the testimony in the case at bar, that the claimants, not being citizens of France, have no standing before this Commission, and that they should be hence dismissed.

In reply it was claimed by the special counsel for the claimant—

I. That the objection is founded on a mere play upon the double meaning of the word "citizen," and that the expression "perte de la qualité de citoyen français," used in the law of 1848, means no more than the loss of the right to vote and the right to hold office.

II. That the forfeiture of citizenship denounced upon offenders against this law must be determined by direct judicial proceedings against the offender, and cannot be enforced collaterally.

III. That no one but the French Government can take advantage of the forfeiture, and it is a subject which cannot be gone into at the instance of a foreign government.

IV. That the intent of the high contracting parties, as manifested by historical circumstances, evidently was to include such claimants as the present, even though slave-holders.

In support of these positions it was claimed that the term "citoyen français," as used in that law, was not, and never had been, analogous to the term "American citizen," as used in the American law; that it meant a French voter; that the term to indicate a "citizen" of France in the broad sense of one under the allegiance and protection of France, whether man, woman, or child, was not "citoyen français," but "Français" simply. It was contended that the analogous term of the two systems of law, French and American, were as follows:

American citizen—Français.
American voter, capable of holding offices—citoyen français.

Citations were made from Rivière's "Codes Français et Lois usuelles," as follows:

§ 7. L'exercice des droits civils est indépendant de la qualité de citoyen laquelle ne s'acquiert et ne se conserve que conformément à la loi constitutionelle.

§ 8. Tout Français jouira des droits civils. (Code Civil, liv. 1, tit. 1, ch. 1.)

Art. VIII. Constitution de la République française (22 frimaire, an VIII). Titre 1er—De l'exercice des droits de cité. Art. 1er.

2. Tout *homme* né et résidant en France, qui, *âgé de* 21 *ans* accomplis, s'est fait inscrire sur le régistre civique de sor arrondissement communal, et qui a demeuré depuis pendant 1 an, sur le territoire de la République, est *citoyen* français. (Rivière, Codes Français, &c., vol. 2, p. 73.)

Also from the Dictionary of the Academy, s. v. citoyen:

Citoyen français, se dit de Quinconque jouit in France des droits politiques, tels que le droit de concourir a l'élection des députés, celui de siéger aux assises en qualité de juré, &c.

Extract from Lawrence's Wheaton, in these words, were also cited:

According to the constitutional jurists, other than those of England and the United States, the right of voting, or of at least being eligible as an elector, is the test of citizenship. The Dutch publicist, Thorbeck, says, in a discourse delivered at the Hague, entitled, "Des droits du citoyen d'aujourd'hui," which was translated into French in 1848 for M. Fœlix's review: "What constitutes the distinctive character of our epoch is the development of the right of citizenship (*droit de cité*). In its most extended, as well as in its most restricted sense, it includes a great many properties (*facultés*). The right of citizenship is the right of voting in the government of the local, provincial, or national community of which one is a member. In this last sense, the right of citizenship signifies a participation in the right of voting in the general governmont as a member of the state." Rev. Fr. & Etr. tom. v., p. 383. (Lawrence's Wheaton, p. 893.)

In France there has always been a distinction, since naturalization was made a subject of legislation, between the character of a Frenchman, enjoying merely civil rights, and that of a citizen, the attributes of whose character were the possession of political rights. The Code Civil says, liv. i, tit. i, § 7: "The exercise of civil rights is independent of the quality of citizen, which is only acquired and preserved in conformity with the constitutional law." § 8. Every Frenchman shall enjoy civil rights. The Code, § 9, regards as a Frenchman every person born in France of a foreign father, who, within a year after his majority, declares his intention to claim the quality of a Frenchman, by complying with the provisions as to residence, and also, § 10, every child of a Frenchman born in a foreign country. § 12. A foreign woman, who marries a Frenchman, follows the condition of the husband. § 13. All the civil rights may also be enjoyed, so long as he resides there, by a foreigner admitted by the authority of the sovereign to establish his domicile in France. And Pailliet says, writing under the charter of Louis XVIII, "The rights of a citizen, or, in other words, political or municipal rights, consist in the action which the *charte* accords to Frenchmen who have the quality of citizens, to concur by their votes in the formation of the Chamber of Deputies, and of being eligible to it. Every Frenchman does not enjoy political and municipal rights. To enjoy them it is not sufficient to be a Frenchman; it is necessary to be, moreover, a citizen." Manuel de Droit Français, p. 9. (Lawrence's Wheaton, pp. 912, 913.)

It was further claimed that the Commission could not receive parol testimony, or the claimant's own admissions of statements under oath, showing that he was not a citizen of France, after his birth in France had been established; that nothing short of or less than record evidence of such naturalization could be admissible before the Commission to show a change or loss of citizenship. It was also claimed that mere parol evidence, or the mere admissions or statements under oath of a claimant, could not be entertained by the Commission to either confer or to confiscate citizenship in any case whatsoever. It was claimed, further, that the decree of France must be treated in the nature of a penal code; that a judicial finding must follow under every penalty of law before the citizen could be declared to fall under the forfeiture of the penalty, and that no question could be raised by parol testimony against a party where the liability to penalty in any case had not been judicially ascertained. It was said that France had not yet established any method of ascertaining what portion of its citizens resident in the United States had fallen under the decree, or what particular political rights they had lost. And it was claimed that the Commission could not go further into these premises than the French Government had gone; that the Commission could find loss of citizenship only after the proper French authorities, in a direct proceeding, had declared the same; that fact to be shown only by the record. It was claimed that it was for the French Government to enforce its penal enactments, and when that government did not choose to inflict penalty, the violation of the law was not the business of any foreign Government. Slaveholding was made a criminal offense by the decree, and no other nation than France could enforce the criminal law.

In reply the counsel for the United States said that he made no claim that the commission had power to denationalize Frenchmen, but that, under the treaty, it had power to inquire whether a citizen of France had been denationalized by the act of the Government of France, or whether he had denationalized himself by any act of his own. It was contended that in the cases at bar the question was whether the claimants by their own acts in holding slaves in violation of the decrees and laws of France had denationalized themselves; that in every case the first question was whether the Commission had jurisdiction over the person who appeared in the attitude of a claimant. It was claimed further that for more than thirty years a decree had been in operation, first under the Republic, then under the Empire, and again under the Republic,

by which French-born subjects holding slaves under certain circumstances were declared to be no longer French citizens; that by operation of law, when the treaty was ratified, all those persons were excluded from citizenship in France, and their claim to be considered French citizens was no better than it would have been if a formal decree had been made in a competent tribunal denationalizing them; and that it was therefore to be assumed that the French Government, when the treaty was ratified, had in mind the exemption from the operation of the treaty of all such persons.

The Commission, by judgment of two of its members, Baron de Arinos and M. de Geofroy, asserted jurisdiction in all these cases, and made awards in each. Mr. Commissioner Aldis dissented, and in the case of Pierre Nougué *v.* The United States, No. 323, filed an opinion, which is printed in the Appendix and marked "Exhibit G."

FRANÇOIS E. PARRENIN *v.* THE UNITED STATES, No. 62.

The claimant in this case said in his testimony (p. 17): "When I came to this country I came with the intention of remaining permanently."

Upon that statement the counsel for the United States quoted article 17 of the Code of France, which enumerates the acts by which a French citizen may lose the quality of citizenship, and especially this: "3°. Enfin par tout établissement fait en pays étranger, sans esprit de retour." It was admitted by the counsel for the United States that there was no evidence in the case showing, or tending to show, that any tribunal in France had passed upon the fact of the citizenship of Parrenin in that country, and he claimed that it was for the Commission to decide that question. Contending that the Commission was duly authorized to decide the question of citizenship in the pending case, he submitted that the treaty-making power was one of the highest powers ever exercised by independent, sovereign governments, and that by and within the jurisdiction granted to the Commission by the treaty of January 15, 1880, it had all the legal qualities of investigation and deliberation and final judgment that could be granted to any municipal tribunal either in the United States or in France. And, further, that inasmuch as there was no evidence that any French tribunal had passed upon the question of the citizenship of Parrenin, and as the decision of that question was vital in the pending case, it was necessary for the Commission to decide whether by the laws of France and by the laws of the United States, or by the laws of either country, in the absence of statutes in the other affecting the question, the memorialist was a citizen of France. He claimed, further, that it was not necessary for the Commission to inquire whether Parrenin had gained citizenship in another country. That as a matter of law or as a matter of fact, it was not true that every person is a citizen or subject of some country or government. The doctrine of expatriation being admitted in the French Code, and declared by the laws of the United States, it was necessary for the Commission to inquire whether the memorialist had, by his own acts, such as accepting office under a foreign Government, buying, holding, or selling slaves, or residing abroad without the intention of returning to France, deprived himself of citizenship in that country.

In reply, it was claimed by the special counsel for the memorialist that inasmuch as the claimant was a native-born French citizen, and had not been naturalized in or made a citizen of any other country, it followed as a legal conclusion that he remained a citizen of France. In support of this position he asserted it as a "fact universally declared

and admitted in the writings of publicists that every human being must have a nationality, a society, or state, or government to which he belongs." "All authorities," it was contended by the special counsel, "on public law declare that every person must have a country—a nationality; and, further, that the country or government of origin remains to each person, and stamps him with its character and citizenship, until by some well-defined public act he renounces that nationality and takes upon himself a new citizenship." In support of this position the authority of Mr. Webster was cited; also of Attorneys-General Cushing, Black, and Williams. The opinion of the Supreme Court in the case of "The Charming Betsey (2 Cranch, pp. 64–119) and in the case of Almanstien *v.* Lynham (U. S. Rep., Vol. 100, p. 484) were referred to. Decisions of courts of France were also cited to the effect that it is to be presumed that all Frenchmen absent from the country intend to return to France, and consequently, that nothing but the most direct and undoubted evidence would do away with such presumption.

The Commission decided unanimously to allow the sum of $300 to the claimant. The commissioner for the United States placed his name to a note, in which he says:

> In signing this decision I waive the question whether the claimant had established himself in the United States without intent to return to France, so that if in any case hereafter that question should arise I must reserve my freedom of action upon the question.

In the case of Elise Lebret *v.* The United States, No. 173, the commissioner for France, Mr. de Geofroy, assented to the position of the majority of the Commission that she was not a citizen of France, but upon the ground that her long residence in the United States justified the legal conclusion on his part that she was absent from France without an intention to return.

JOSEPH CAMY *v.* THE UNITED STATES, No. 656.

It was averred in the memorial in this case that Camy was a citizen of France, and that averment was sustained by the proofs. He also set forth in his memorial that "on the 12th day of June, 1863, he sold and assigned his claim or the proceeds of the said cotton to the firm of Duthil & Faisans, of New Orleans." He stated also that he was advised that the assignment was null and void.

Upon this statement in the memorial the counsel for the United States interposed a demurrer, and alleged that the claimant had no title in the claim presented, he having assigned all his right and interest therein to Duthil & Fasians in June, 1863.

The claim was for 41 bales of cotton, valued at $16,500. The assignees, Duthil & Faisans, filed a claim for the same cotton.

It was contended by the counsel for the claimant that prior to the treaty the claim was not a right, or, if a right, it did not belong to the class of assignable rights. It was alleged that "the practical test of a right is the existence of a remedy to enforce it. A law cannot be said to give a right when it does not give an appropriate remedy." The cases of Ogden *v.* Saunders (12 Wheaton, 259) and Gunn *v.* Barry (15 Wallace, 610) were cited in support of this position. It was further contended that the act of the Government was a "tort," and that the right, if there had been one, would have been a right of action for damages for

a tort, and that the assignment of such a claim was not permitted either at law or by the rules of equity.

In reply, the counsel for the United States said that, except for the circumstance that some of the assignees are citizens of the United States, the Government of the United States would be without interest in the question raised. He referred to his argument in the case of Roman *v.* The United States, No. 553, and to the decision of the Commission in the case of Wiltz, administrator of Delrien. In the latter case, it having appeared that the commissioners were of the opinion that a right was vested in the person injured at the moment of the injury, it was a reasonable legal inference that the right became at that instant a subject of assignment.

In this case the Commission gave an opinion as follows:

WASHINGTON, *April* 21, 1882.

This case has been heard upon demurrer to the memorial.

The memorial states that the claimant on the 12th June, 1863, "sold and assigned his claim on the proceeds of the cotton to the firm of Duthil & Faisans, of New Orleans."

The counsel for the United States claims that such sale and assignment was legal, and that thereby the claimant ceased to have any title to the claim, and is not, therefore, entitled to present it, and have an award.

The claimant says in his memorial that he is advised that the assignment is null and void. He does not claim that the assignment was not made according to the agreement of the parties to it, or that it is void for fraud, or other such cause, but only that it is not legally valid.

In No. 657, Duthil & Faisans present the same claim as assignees of Camy.

It is plain that there can be only one award for the claim. If Camy is legally entitled to it Duthil & Faisans are not; if they are entitled to it Camy is not.

The grounds upon which the counsel for Camy claim the right to recover are—

1st. That the claim of Camy against the United States is not an assignable right; and,

2d. That by the statute of the United States all assignments of such claims, before allowance, are null and void.

The convention under which we act is silent upon the question whether the original claimant may not assign his claim to another.

The commissions heretofore established by treaty between the United States and other powers for the settlement of such claims have recognized the right of the original claimant to transfer his claim to another. The rules of the British and American, the Mexican, and the Spanish Commissions recognize the right and require the transfer to be set forth in the memorial. The rules of this Commission also recognize the right.

Several cases of awards to assignees may be found among the decisions of the British and American Claims Commission.

We think the claim existed and vested in the claimant *a right* to relief and compensation when the acts of taking the cotton and converting it to the use of the United States were committed. True, there was no court or tribunal to which the claimant could present his claim and obtain judgment and compensation, but his moral right existed, and the establishment of this tribunal recognized it and gave him a legal remedy for his right because no other existed. To say he has no legal right because there is no established tribunal to give him a remedy is, in a certain narrow and technical sense, true. But we think international commissions established for the very purpose of giving a remedy where none existed before stand upon a higher principle, viz, that rights to relief and compensation do exist; that they arose at the time the acts were committed; that they are recognized as rights, and that interartional commissions are created because, from the very nature of such acts and the claims arising from them, they do not come within the jurisdiction of any other tribunal.

It is urged that as the statute of the United States makes assignments void, that statute must operate to annul the assignment of Camy. We think that statute does not apply to the rights and claims of foreigners whose rights cannot come before any American tribunal for decision. That statute was made to prevent frauds upon the Treasury. It cannot fairly be extended to affect the claims of foreigners coming before an international commission.

We hold, therefore, that the demurrer is sustained, and the claim must be disallowed because the claimant has no title to the claim or its proceeds.

HENRY RUTY *v.* THE UNITED STATES, No. 369.

In this case it was alleged and proved that the claimant was a citizen of France; but it appeared also that he had become a voluntary bankrupt under the laws of the United States. It was claimed by the counsel for the United States that the decision in the case of Camy was applicable to the case of Ruty.

The records of the bankruptcy court showed that the claim against the United States was not entered upon the schedule of assets; and it was claimed by the counsel for the memorialist that, inasmuch as it was not so entered, the title did not pass from Ruty to the assignee, but remained in Ruty.

On the part of the United States it is contended that by the act of assignment the title to all the property of the memorialist passed from the bankrupt to the assignee by virtue of the statute of the United States (14 Stat. at Large, p. 523), and that it was immaterial to inquire whether the bankrupt included the item upon his schedule or omitted to notice it.

The claim was disallowed by the concurring vote of Baron de Arinos and Mr. Commissioner Aldis. The question of jurisdiction did not arise in this case, and it is reasonable to assume that the commissioners who signed the award of disallowance were of opinion that the assignment in bankruptcy passed the title from the bankrupt to the assignee.

HENRI DUBOS *v.* THE UNITED STATES.

The memorialist claimed the sum of $25,000 as compensation for his arrest at New Orleans the 6th day of September, 1862, by order of Major-General Butler, and his confinement in the custom-house and at Ship Island until the 24th day of December of that year.

The testimony showed that Dubos was a writer for a newspaper published at New Orleans, called the Compilateur. Dubos was a resident of New Orleans when the city was captured by the forces of the United States. The first day of May, 1862, General Butler, as commander-in-chief, proclaimed martial law in the city of New Orleans. In that proclamation was this inhibition:

> No publication, either by newspaper, pamphlet, or hand-bill, giving accounts of the movements of soldiers of the United States within this department, reflecting in any way upon the United States or its officers, or tending in any way to influence the public mind against the Government of the United States, will be permitted.

It was apparent that the articles written by Dubos, and signed by him and published in the "Compilateur," were a violation of the proclamation in the particular cited, and, although this point was contested by the counsel for the memorialist, the majority of the Commission in their findings accept the fact as established.

In the proclamation of General Butler was this declaration:

> All foreigners not naturalized and claiming allegiance to their respective Governments, and not having made oath of allegiance to the supposed government of the Confederate States, will be protected in their persons and property as heretofore under the laws of the United States.

It was claimed by the counsel for the memorialist that this was a guarantee by General Butler that he would not enforce martial law against the class of citizens described, of which Dubos was one.

It appeared also from the testimony that the morning after the proclamation was issued General Butler appointed Major Bell provost-

judge, and Colonel French provost-marshal. Thereupon Colonel French notified the public that he assumed the position for the purpose of carrying out such of the provisions of the proclamation as were not left to the municipal action, and he called attention particularly to the prohibition against publications in newspapers of notices and resolutions in commendation of the enemies of the United States. The record showed that General Butler assumed personal jurisdiction of the case of Dubos, and that upon his order he was first confined in the custom-house at New Orleans and afterwards sent to Ship Island.

The majority of the commission, Baron de Arinos and M. de Geofroy, gave judgment for the claimant in the sum of $800.

The commissioner for the United States filed a dissenting opinion, and in that opinion he stated that upon consultation with his colleagues he found that they concurred with him in these propositions:

1st. That General Butler had authority to declare martial law in New Orleans, and that his proclamation of martial law was both authorized and justifiable;

2d. That it applied to aliens in New Orleans, and that they were bound to obey its regulations the same as other inhabitants of the city.

3d. That Dubos, in publishing the articles complained of, exposed himself to arrest by the military authorities.

4th. That his arrest was therefore in the first instance justifiable.

But he adds that his colleagues held—

That Dubos should have been tried by a military commission for the offences charged against him; that General Butler did not establish an arbitrary Government, but settled and recognized certain restrictions to his own authority, and announced the principles and rules of his administration, and that the instructions for the government of the armies of the United States in the field required that "whenever feasible martial law should be carried out in cases of individual offenders by military courts."

It appears from this statement that the award was not based upon the absence of authority in the commanding general to proclaim martial law, nor in the fact that his requirements were not reasonable, nor in the fact that Dubos was not guilty of a violation of the rules so established, but that the imposition of the penalty by the act of the commanding general was a violation of the proclamation, and also of the rules and articles of war.

The history of the case is presented in detail in the opinion of Commissioner Aldis, which may be found in the appendix, marked Exhibit H.

JULES LE MORE *v.* THE UNITED STATES, No. 594.

A. C. LE MORE *v.* THE UNITED STATES, No, 598.

Athenais Chrétien Le More was the widow of Alfred Charles Le More, and presented the claim as administratrix of his estate. Alfred Le More and Jules Le More were members of the firm of Edward Gautherin & Co., which consisted of Edward Gautherin and Alfred and Jules Le More. This firm, as it appears from the record, was engaged in business at New Orleans for a time previous to the commencement of the civil war and until the city was taken by the forces of the United States in April, 1862. At the time of the capture of the city this firm had a contract, not then completed, with the Confederate authorities for the delivery to the Confederate Government of a large quantity of gray military cloth. While the members of this firm, with the exception of Gautherin, were resident at New Orleans, they, in the month of June, 1862, through their agent, delivered to the Confederate

authorities at Matamoros, in Mexico, about 609 bales of gray military cloth, measuring 198,368⅞ yards, and all of the value of $405,483.08. Payment was not made at Matamoros, but a receipt was given by an officer of the Confederate army. Previous to the delivery of the cloth a deposit had been made by the Confederate authorities, first with the French consul at New Orleans, and, subsequently, with the Bank of New Orleans, of $405,000. Upon the presentation of the receipt for cloth given at Matamoros this sum of $405,000 was paid to Gautherin & Co., the Le Mores being then the resident members and managers of the firm. Upon the discovery of this transaction by General Butler, Alfred and Jules Le More were arrested and brought before him. After an examination made by General Butler, Alfred Le More was sent to Fort Pickens, where he was confined from the 15th of November to the 26th of the same month, and subjected to the further penalty of wearing a 32-pound cannon ball and 6 feet of iron chain. From November 28 to December 20 he was imprisoned with others in the New Orleans custom-house. Jules Le More was also examined by General Butler, and by his order was sent to Fort Jackson, where he was confined without other penalty, and was then brought to New Orleans, where he was kept at the custom-house with his brother and other prisoners.

It was contended on behalf of claimants—

1. That on the 14th of April, 1862, when the city of New Orleans was still under the control of the so-called Confederate authorities, $405,000 were held in escrow by the French consul

2. That the following day the agent of Gautherin & Co. left New Orleans to deliver the goods to Confederate authorities.

3. That after the capture of New Orleans by Admiral Farragut, and the raising of the blockade, the city remained surrounded on the land side by the lines of Federal forces, and that Gautherin & Co. were unable to communicate with their agent who left New Orleans on or about the 14th of April.

4. That under the laws of the State of Louisiana, the transaction was complete on the 14th of April. (See contract of sale, chap. 4, art. 2431.)

It was contended further on behalf of claimants that the duties of the alien, who was neutral, were determined by international law and not by the municipal law of the United States, and that the Le Mores had never violated their duties as neutrals.

It was claimed by the counsel for the United States that by the execution of the contract to deliver to the Confederate authorities the quantity of gray military cloth named, the Le Mores had voluntarily given aid and comfort to the enemies of the United States during the time specified in the first article of the treaty, and contrary to the provisions of that article, and that consequently the Commission had not jurisdiction of the persons nor of the causes.

The majority of the Commission—Baron de Arinos and M. de Geofroy—held that the Le Mores, by the delivery of the cloth, were not guilty of giving aid and comfort to the enemies of the United States, but the grounds for the opinion were not stated.

In the case of Alfred Le More the majority of the Commission say:

This is a case of unusual and arbitrary conduct on the part of the general commanding at New Orleans.

He had no right to inflict punishment on the claimant, but only to detain him in custody for trial. The punishment of solitary imprisonment at hard labor with ball and chain was unnecessary, extreme, and much too severe. In this case we allow the claimant $10,000, without interest.

In the case of Jules Le More an award of $4,000 without interest was made.

A dissenting opinion was given by Mr. Commissioner Aldis, in which he says:

1. The evidence that is not in dispute shows, in my opinion, that the claimants gave aid and comfort to the enemies of the United States.

2. Notwithstanding the conflicting decisions of the courts, and the more conflicting opinions of the writers upon international law, I think that the gray cloth furnished by the claimants should upon principle be held to be contraband of war. It was furnished voluntarily upon express contract with the Government of the Confederate States for the use of the army. Its destination was for some port of the Confederacy nearest to Richmond, if possible. It was called in the correspondence "army supplies." It was a direct and necessary aid for carrying on the war. These are the elements which upon principle constitute contraband goods.

The doctrine and policy of nations as to what is and what is not contraband advance and recede according to their necessities as belligerents or their interests as neutrals; but the doctrines of international law must stand upon principle to command the assent and respect of mankind.

AUGUSTA DE BEBIAN *v.* THE UNITED STATES, No. 557.

This claim was made by the daughter of one Louis de Bebian, a French citizen, who was lost at sea in the month of April, 1865. It was alleged in the memorial that at the outbreak of the war the father was a resident of Wilmington, in the State of North Carolina, and in employment of a mercantile house doing business under the style of "O. G. Parsley & Co." The said de Bebian left Wilmington the 6th day of August, 1861, as a passenger on board an English schooner called the Adelso, and as agent of the house of O. G. Parsley & Co. When seven days out of the port of Wilmington the Adelso was driven by stress of weather into the harbor of Newport, R. I., where she was boarded by a lieutenant from the revenue-cutter the Henrietta. The papers of the Adelso were examined, and especially the papers of de Bebian. Among the papers of de Bebian were a letter of credit and instructions from Parsley & Co. to purchase in Liverpool five to ten thousand army blankets, a thousand bags of coffee, numerous articles of clothing, and a quantity of iron of various sizes, all to be shipped in a French or British vessel destined to Wilmington, N C. There was found, also, among the effects of de Bebian, a set of signals for the use of the vessel that should take the return cargo, and to be answered from the shore, for the purpose of enabling the return vessel to make the river and the harbor of Wilmington. Upon the disclosure of these facts de Bebian was arrested and imprisoned in Fort La Fayette, where he was detained from the 20th of August to the 16th of September, when he was released on parole. The 4th day of October following, Mr. Seward, then Secretary of State, wrote to the French minister that he had ordered de Bebian's release on condition that he would not return to the Confederate States. All of de Bebian's papers, with the exception of the letter of credit, which had been lost, were returned to him.

The grounds of the claim were set forth in the memorial under five heads; (1) the arrest; (2) bad treatment; (3) loss of the letter of credit and the consequences thereof; (4) the expense incurred in attempting to recover possession of the letter of credit and to obtain justice; (5) imprisonment, and the loss consequent thereupon.

The counsel for the claimant urged in support of the claim that the arrest and detention of de Bebian were arbitrary and without good cause, he being a French subject traveling on an English vessel, and

oing to Europe for a legitimate and commercial purpose. In explanaon of the order of Parsley & Co., directing him to purchase soldiers' lankets and iron, it was said that the goods were to be disposed of in he regular course of business, and that they were in no manner to be onsidered as contraband of war. In support of this last position referrnce was made to the treaty of Versailles of 1786, article 23; the treaty etween the United States and France of 1778; the treaty between the Jnited States and Holland of 1782; the treaty between the United States and Sweden of 1783, and the treaty between the United States and Spain of 1795, in all of which it is declared in substance that various articles of merchandise shall not be reckoned as contraband or prohibited goods, and among the articles excepted are "all sorts of cloth and all other manufactures woven of wool, flax, silk, cotton, or any other materials whatever." It was claimed also in behalf of the memorialist that there was no effective blockade of the port of Wilmington the 6th day of August, 1861.

It was claimed by the counsel on the part of the United States that de Bebian had no interest in the letter of credit, as that was exclusively in his principals and not in himself as agent, and that the third and fourth items of the claim were therefore excluded from consideration. It was also contended that as the first, second, and fifth items of the specification were for damages for illegal treatment sustained by de Bebian in his own person, no recovery could be made by his heir-at-law. As to the case as a whole, it was contended by the counsel for the United States that if de Bebian were alive and before the Commission as a memorialist the claim must be rejected. The position of the United States was presented thus: By the proclamation of the President of the United States, dated April 27, 1861, and for the reasons set forth therein, a blockade was declared of all the ports of the States of Virginia and North Carolina, including the port of Wilmington, in the last-named State. The Adelso sailed from Wilmington the 6th day of August, 1861, loaded with a full cargo of turpentine and rosin, taken on board after the blockade was declared. De Bebian and his principals had knowledge of the fact that the entire coast of the State of North Carolina was under blockade. This is disclosed in the record in many places, and it is established beyond controversy in the circumstance that de Bebian had among his papers when he was arrested at Newport a set of signals for the use of the vessel that should take the return cargo and to be answered from the shore, for the purpose of enabling the return vessel to make the river and the harbor of Wilmington and avoid seizure. This fact is important as establishing beyond controversy a knowledge of the state of blockade, and also that the blockade was effectual. It also fastens upon de Bebian the responsibility of giving aid and comfort to the enemy of the United States during the time specified, and to which the inhibition applies in the first article of the treaty. The escape of the vessel was a violation of the blockade, and de Bebian in his capacity as agent of the house of Parsley & Co., and in his character as purchaser of goods to be used for the support of the army of the Confederate States, was an active party to the violation of the blockade. The rule of law as laid down by Sir William Scott is this: That when there is an actual blockade, and when the party charged with violating the blockade had knowledge of its existence, it is an act in violation of the blockade to go in or come out with a cargo laden after the commencement of the blockade. (Lawrence's "Wheaton's Elements of International Law," p. 577.) The convention

of 1801 between Great Britain and Russia contains this declaration, namely:

"That in order to determine what characterizes a blockaded port, that denomination is given only where there is, by the disposition of the power which attacks it with ships stationary, or sufficiently near, an evident danger in entering." (See same, note.)

The counsel for the United States does not anticipate that the counsel for the claimant or for the Republic of France will attempt to maintain the position that the blockade declared April 27, 1861, was not effective in the month of August of that year, but any such averment must fail in presence of the fact alleged, and admitted by de Bebian, that he had in his possession and for use the system of signals referred to. The rule of law in regard to blockaee is fatal to the claim for compensation for loss of property. A vessel which has run the blockade is liable to seizure and confiscation if arrested at any point between the place of departure and the port of final destination. The same rule applies to the cargo, subject only to the condition that the owners of the articles shipped were at the time of the shipment apprised of the existence of the blockade. (See Phillimore on International Law, vol. 3, par. 406.)

In the case at bar, Parsley & Co. and de Bebian had knowledge of the blockade, and it follows, therefore, as a consequence, that whatever interest de Bebian had in the letter of credit, or in any other property for which he might otherwise claim compensation, he is barred by the fact of knowledge of the blockade, and his property is subject, therefore, to all the legal consequences of his act.

The defense of the Government against the claim is, first, that whatever rights of property de Bebian had were confiscated by the rules of public law in regard to the violation of a legally-established blockade; secondly, that the claim on account of personal injuries does not survive to the heirs-at-law of the deceased; and, third, that de Bebian in running the blockade, and in the transmission of correspondence in violation of the non-intercourse act, gave aid and comfort to the enemies of the United States. As a consequence, it would be the duty of the Commission, under article 1 of the treaty, to decline to take jurisdiction of the case, even if de Bebian were now alive, and in the presence of the Commission as the memoralist.

The Commission, by the concurrence of Baron de Arinos and Mr. Commissioner Aldis, disallowed the claim; but the ground or reason for the disallowance is not stated.

CHARLES HEIDSIECK *v.* THE UNITED STATES, No. 691.

The memorialist in this case was a manufacturer of one brand of Heidsieck champagne wines, his business being at Rheims, in France. Previous to the war he had made sales in the United States, and it appeared that he had claims upon persons in this country for considerable sums of money.

Heidsieck was arrested at New Orleans the 29th of July, 1862, by virtue of an order issued by General Butler. He was detained in the city of New Orleans until the 5th of August, when he was imprisoned at Fort Jackson, where he remained until the 29th day of the same month, when he was transferred to Fort Pickens. He was finally released the 5th of November, having been in duress or in prison 110 days in all. For this imprisonment he claimed the sum of $225,000.

He further alleged that he was damaged in reputation in France, and

; he became a bankrupt; and for these injuries he claimed the sum 115,000 in addition.

.e alleged also that he was the owner of 107 bales of cotton, of the ıe of $3,190, of which he had been disseized by the military forces he United States.

.eidsieck came to this country in the month of April, 1861, for the pose, as was alleged, of protecting his interests in the North and in South. He passed from New York City through Schenectady, N. Y., Louisville, Ky., and proceeded to New Orleans, where he arrived he month of June. After the capture of New Orleans there were ilies in that city who were without the means of subsistence, and n information received by General Butler that there was at Mobile ock of flour purchased by the city of New Orleans for the subsist- e of its citizens, he ordered an arrangement to be made by which a ımboat was employed to transport the flour from Mobile to New eans, and safe conduct was given to it and to the persons employed ts service. The testimony showed that in the month of June, 1862, l after the capture of New Orleans, Heidsieck left that city and ablished himself in Mobile. There was no evidence that he had au- rity to leave New Orleans. Upon the establishment of communica- n between Mobile and New Orleans for the purpose specified, Heid- :k obtained or assumed the position of bar-tender upon one of the ıts, and he was enrolled among the employés. In that capacity he ısed from Mobile to New Orleans on three or four separate trips, each ıpying about seven days' time. It was proved, and admitted also Heidsieck, that he conveyed letters between New Orleans and Mo- ɜ. Upon the discovery of the fact Heidsieck was arrested and im- soned as stated. When he had been detained forty-eight or fifty ;s the proposition was made to him by General Butler that he could ain his release upon the condition that he should return to Europe the first vessel that sailed. This proposition Heidsieck rejected.

.t was contended by the counsel for the United States that Heidsieck s properly arrested as a spy, and that the punishment imposed upon n was a very moderate one when the nature of the offense committed him was considered.

It was claimed by Heidsieck that he had no intention to convey in- mation that could affect the interests of the belligerents, and that the ters which he brought were, for the most part, addressed to the French ısul at New Orleans.

The claim of Heidsieck was disallowed by the act of a majority of the ımmission, consisting of Baron de Arinos and Mr. Commissioner Aldis. r. Lefaivre dissented.

Upon the rehearing, after motion, the majority of the Commission ıdered an opinion in these words:

WASHINGTON, *March* 26, 1884.

This case has been fully considered on the rehearing. As our respected colleague, ' commissioner on the part of the French Republic, differs from us, and has ex- ssed a dissenting opinion, we deem it proper to briefly state our views, though the estion is purely a question of fact resting upon the evidence.

Mr. Heidsieck, in the summer of 1862, was a leading wine merchant of Rheims, ınce, the head of his house, and doing a large business in the sale of champagne ıe both in Europe and America. He was about forty years old, and had a wife and ldren. He had an agency for the sale of his wines in New Orleans, and in most of other cities of the United States.

n June, 1862, General Butler made an arrangement with the Confederate authori- at Mobile, by which a steamboat under a flag of truce could pass from Mobile to r Orleans and back, carrying flour to New Orleans, and returning with salt to ıile. But, as it was all important there should be no correspondence between the

Confederate citizens of New Orleans and those outside, it was made a part of the arrangement that no passengers should be allowed on the boat, and all letters should be carried openly, be submitted to Captain Thornton for his inspection, and in the care and custody of Mr. Greenwood, both of whom were Federal officers, and subject to the order of General Butler. This caution was necessary to prevent all communications between the disaffected Confederate citizens in New Orleans and the armies on the outside, who were planning the recapture of the city.

In June, 1862, Mr. Heidsieck took the position of bar-keeper on this steamboat, and between that date and the 29th July he made four trips from Mobile to New Orleans and back.

That a gentleman like Mr. Heidsieck should take such a position as that—so humble and so much beneath him—and should continue in it for four consecutive voyages, certainly seems surprising.

He gives them, first (p. 33), "To obtain news, if possible, from the French consulate, of my affairs and of my family." It does not seem a wise or a fair course to assume the post of bar-keeper to get such information. It would occur to any one that a frank and open letter to the French consul, to be read by General Butler would be a better way, and be open to no objections. But even if this be an excuse for so going *once*, still it cannot be considered as an excuse for going four times, especially as he ascertained the first time that there was nothing for him at the consulate.

It is further to be considered that he had directed his agents in New York not to send on his letters until they knew where he was; that they did not know, and that he had really no reason to expect letters at New Orleans.

His second reason was that he agreed with the captain of the boat that he would sell the liquors in the bar for the benefit of the boat (the boat to furnish them), but the wines for his own benefit (he furnishing his own wines), and that as the expense of living was very great, this operation would give him a profit not to be despised.

As no passengers were allowed on the boat the idea of a profit from selling his champagne wines to the crew is plainly no good reason; it is a pretence, and casts discredit on his whole story.

These are all the reasons he gives. The absence of any good reason for his conduct and at such a time when every artifice was resorted to to carry communications between the Confederates in and out of the city, justly subjected him to grave suspicion.

At the last voyage he carried a package of letters, as bearer of dispatches, as he called it, to Comte Méjan, the French consul. This package General Butler opened. He then sent for Comte Méjan; had a stormy interview with him; charged Heidsieck with bringing letters fraudulently, and ordered him to be arrested as a spy and sent to Fort Jackson. This occurrred on July 29th. He arrived at Fort Jackson August 5th. Eight days after (August 13) General Butler offered the claimant his liberty if he would go to France by the next boat and not return during the war. This he refused. His case was then sent to Washington for the administration to decide. This made delay. Comte Méjan went to Washington on his behalf, among other things. Travelling from New Orleans to Washington was then slow and difficult, and we may reasonably think that there must have been much delay, especially if there was correspondence between Washington and New Orleans.

In the mean time the claimant was sent to Fort Pickens, a place thought to be more healthy than Fort Jackson.

On the 15th November the authorities directed him to be set at liberty upon condition that he would leave the country. The only difference between this offer and the one made by General Butler being that he might go to New York and then to France, instead of going by the first boat.

If he had accepted General Butler's offer on the 13th August, or had asked to have it modified as to going by the first boat, he would have been in custody only fifteen days.

We think General Butler had good cause for arresting the claimant, and that it was his own fault that his imprisonment was prolonged beyond fifteen days.

The claim is disallowed.

The commissioner for France filed a dissenting opinion, as follows:

I cannot bring my mind to a concurrence with my colleague in disallowing this claim. In my view of the case the action in the premises of General Butler, the commanding general of the Federal forces at New Orleans, was arbitrary and illegal. The arrest and imprisonment of the claimant in close prisons, situated in unhealthy localities, for the period of one hundred and ten days, without a trial, was not only out of proportion to any offense disclosed in the record, but was a violation of the law of nations and of the rights of a French citizen who was at the time under the safeguard of a flag of truce.

The failure of the defendant Government to produce General Butler as a witness, and the non-introduction of the so-called treasonable correspondence, is, in my opin-

ion, strong proof that there was no sufficient evidence to justify the harsh treatment to which claimant was subjected at the hands of the Federal military commander.

The principle upon which I rest my dissent in this case has been indicated and sanctioned by the jurisprudence of the Commission in the Le More arrest and imprisonment cases.

Under the circumstances the claimant is entitled to an award of $10,000.

EUGENE ROCHEREAU *v.* THE UNITED STATES, No. 220.

The memorialist was a member of the commercial firm of Eugene Rochereau & Co., composed of Eugene Rochereau, Albin Rochereau, and William T. Hepp. Their business was at New Orleans, where the two junior members resided, and who were charged with the management of the business of the firm. Eugene Rochereau resided in France, and he was not engaged personally in the affairs of the company.

In the month of March, 1862, the authorities of the city of New Orleans adopted an ordinance by which the mayor was authorized to issue bonds of the city to the amount of $1,000,000. The object for which the bonds were issued was stated in the preamble, in these words:

Whereas the safety of the city of New Orleans being imperilled by the existence of the war now raging, and the presence of our enemies at the approaches of the city renders it of the greatest importance to the vital interest of the city, not only to the city but to the whole Southern Confederacy, that immediate and ample means should be placed at the disposition of the public authorities to repel invasion, and for the prompt and efficient defense of the city of New Orleans and its approaches: Be it therefore

Resolved, &c.

Of these bonds the banking house of Abat, Generes & Co., of the city of New Orleans, purchased the sum of $210,000, and the firm of Eugene Rochereau & Co. purchased of Abat, Generes & Co. bonds of the nominal value of $20,000.

After the capture of the city by the forces of the United States an order was issued by General Butler, by which all the purchasers of the bonds so issued by the city of New Orleans were required to pay an assessment of 25 per cent. This assessment was levied in August, 1862. Again in August, 1863, a like assessment was levied by General Banks. The assessment was first imposed upon the house of Abat, Generes & Co., and, subsequently, by an order of General Butler, Rochereau & Co. were required to pay over to Abet, Generes & Co. the sum so assessed, and it was then paid by the last-named house to the military authorities, and used for the support of the destitute inhabitants of the city of New Orleans.

It was contended by the counsel for the French Republic that the assessment made by General Butler was arbitrary in its nature, contrary to the rules of international law, and, having been imposed by the military authorities of the United States, the sufferers were entitled to compensation under the first article of the treaty.

On the part of the United States it was contended that the purchase by Rochereau & Co. was an act by which aid and comfort were given to the enemies of the United States within the period mentioned in the treaty.

Two points were made specifically by the counsel for the claimants, namely, that the purchase of the bonds under the circumstances—Rochereau & Co. not having been the original subscribers—could not be treated as an act of aid and comfort to the enemies of the United States;

and, secondly, that as to Eugene Rochereau, he was then in France, and was not cognizant of the purchase, and, if the act were inhibited as to the resident partners, their conduct in the matter could not be imputed to him.

It was also claimed by the counsel for the memorialist that alien residents, and all other parties, had a right to carry on their legitimate business, and that the payment of taxes to the insurrectionary State or the usurping Government had been held by the Supreme Court of the United States as fully justifiable. Further, it was claimed that the right to trade within the limits of either belligerent gave the alien resident the right to buy or invest in the securities of either without a violation of his neutrality; that the purchase of the bonds of the city of New Orleans, in open market, was not a violation of law at the time of the act, and the success of the United States, and the conquest of New Orleans, did not convert what was lawful at the time the act was committed, into an offense and crime. Finally, that General Butler had no right to punish parties for trading with the Confederates, when the United States had no power to enforce its authority, and protect alien residents.

The counsel for the United States called the attention of the Commission to the bond, which set forth on its face that it was "issued in conformity with ordinance No. 5949 of the city council, approved 3d of March, 1862."

He maintained that the reference to the ordinance was notice, both in law and in equity, to everybody to whom the bonds were offered, and that they were bound to make an examination of the authority by which they were issued; and that if Rochereau & Co., when these bonds were presented to them, had performed their duty, they would have examined the ordinance of the 3d of March, 1862, as specified and numbered upon the bond, and they would have seen that the purpose for which the money was asked and the loan offered was for the defense of New Orleans against the enemy of the Confederate States, which enemy was no other than the United States.

In support of the position that the purchaser is bound, upon suggestion of record, to examine the title to property that he proposes to purchase, and if he neglects to make the examination he has no remedy over against the vendor, the counsel for the United States cited the case of Brush *v.* Ware (15 Peters, 93), the case of Oliver *v.* Price (3 Howard, 409), and the case of Hanover *v.* Woodruff (15 Wallace, 439–442).

The Commission rendered an opinion as follows:

WASHINGTON, *December* 15, 1883.

The claimant was in France when the bonds for the defense of New Orleans were issued and purchased by the partners of his firm in New Orleans.

H. had no knowledge thereof till he was informed that General Butler had imposed the assessment on his firm.

We think the claimant was not guilty of giving aid and comfort to the enemies of the United States, as he knew nothing of the purchase.

In the judgment of the majority of the Commission General Butler had the right as an act of military necessity and in time of war to levy the assessment on the enemies of the United States and on those giving aid and comfort to the enemies of the United States.

The commissioner on the part of France does not concur in the view of General Butler's power as regarded by his colleagues.

We allow the claimant the amount of his share of the assessment paid August 11, 1862, being $714.28, with interest at 5 per cent. from August 11, 1862, and the further sum of $714.28, with interest at 5 per cent. from September 7, 1864.

CHARLES J. DUBOIS *v.* THE UNITED STATES, No. 723.

This claim rested upon the same facts as that of Eugene Rochereau *v.* The United States, No. 220, with the exception that the memorialist was a resident of the city of New Orleans, and there purchased the bonds issued by said city.

The claim of Dubois was disallowed.

The decision of the Commissioners in the two cases justify the conclusion that the purchase of the bonds of the city of New Orleans, issued in the manner and for the purpose set forth in the record, was an act of aid and comfort to the enemies of the United States, but that those purchasers only were responsible who had knowledge of the transaction at the time, and whose circumstances were such that they were bound to make an examination of the record of the city of New Orleans.

ARTEMIS DREZ *v.* THE UNITED STATES, No. 503.

This case is distinguishable from the cases of Eugene Rochereau *v* The United States, No. 220, and Charles J. Dubois *v.* The United States, No. 723, in the fact that the claimant, a resident and citizen of France, had an agent in New Orleans with whom he had placed funds for investment. That agent made a purchase of the New Orleans bonds issued under the ordinance of the 3d of March, 1862. When Drez received information from his agent that the purchase had been made he instructed him to sell the bonds. It does not appear from the record whether his instructions were due to the opinion that the investment was an unsafe one or to the opinion that the bonds were not a proper subject for investment.

It was claimed by the counsel for the memorialist that the decision in the case of Rochereau *v.* The United States, No. 220, justified and required an award in favor of the claimant.

On the part of the United States, it was claimed that the agents of Drez were clothed with general power to act, and that the principal was bound precisely as he would have been if present.

The Commission made an award to the amount of the assessment imposed by the military authorities.

JOSEPH BRUGERE *v.* THE UNITED STATES, No. 318.

The claimant in this case was the purchaser in the month of May, 1865, at public auction, of certain real estate in New Orleans which had been condemned under statutes of the United States of the 6th of August, 1861, the 17th of July, 1862, and the 3d of March, 1863, by which the courts were authorized to condemn and confiscate the property of certain persons engaged in the rebellion. The title of record to the property referred to was in the name of John Slidell; and proceedings having been instituted and a decree of confiscation made, the marshal of the district advertised the property and made sale of it at public auction. The memorialist was the purchaser. The deed contained a recital of the proceedings, and included a statement that a writ of *venditioni exponas* had been issued by the district court of the United States, and that notice of the sale had been published in certain newspapers. There was also a description of the premises, and a reference to the record of certain deeds and mortgages. There were no covenants as to title, and the conveyance was in these words:

Now, therefore, know all men by these presents that the United States marshal aforesaid, in consideration of the *premises*, and by virtue of the laws in such case

made and provided, and under the authority of the acts of Congress of 6th August, 1861, and the 17th July, 1862, and on the 3d March, 1863, in relation to confiscation, do hereby sell, transfer, assign, and set over unto the said Joseph Brugere, as aforesaid, his heirs, administrators, executors, and assigns, all and singular the above-described property, with all the buildings and improvements thereon, rights, ways, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining.

One of the acts referred to, of the 17th of July, 1862, was a joint resolution, in which it was provided that the previous acts authorizing confiscation should "not be so construed as to work a forfeiture of the real estate of the offender beyond his natural life."

Some evidence was introduced tending to show that representations were made by the marshal that the sale was of the fee of the estate, and the claimant averred that such was his understanding at the time the purchase was made.

It was contended by the counsel for the French Republic that, in view of the terms of the conveyance and the representations made, the Government of the United States should be held responsible for any failure on the part of the purchaser to maintain a title to the whole estate.

Upon the death of Mr. Slidell, which occurred in July, 1871, his heirs instituted proceedings for the recovery of the estate, and a decree was made by the supreme court of the State of Louisiana, and upon writ of error to the Supreme Court of the United States that decree was confirmed, by which the heirs were entitled to the possession of the estate.

On the part of the United States it was claimed that the Government would not be bound by any representations that were made by the marshal, nor by any covenants which the deed might contain, and especially in view of the fact that the statutes authorizing the confiscation of property were public statutes, and in view of the fact that they were referred to in the deed tendered to the purchaser. Upon this state of facts it was claimed that the memorialist was put upon inquiry as to the nature of the estate which it was legally competent for the marshal to convey, and that the memorialist alone was responsible for the consequences of any misunderstanding as to the extent of the title possessed by the United States, and which the marshal was authorized to transmit.

The claim of the memorialist was disallowed by the unanimous judgment of the Commission.

LOUIS CASTELAIN AND MARIE CASTELAIN, HIS WIFE, *v.* THE UNITED STATES, No. 353.

These memorialists, in the month of August, in the year 1864, were residing in the county of Alexander and State of Illinois, at a place not far distant from Cairo. The record showed that Castelain was engaged in the sale of groceries and small wares, and that his stock included a supply of spirituous liquors. On the evening of the 21st of April, 1864, a small number of soldiers belonging to the United States Army went to the house of the claimants for the purpose of obtaining, either by purchase or otherwise, a quantity of liquor. Castelain refused to furnish it, he having been warned that the sale of liquor to soldiers was contrary to the regulations of the Army. Upon the refusal of Castelain an attack was made by the soldiers, and he and his wife were seriously injured. An investigation was made by the military authorities through a commission, who in their report say:

The commission were of opinion that the outrages were committed by United States *soldiers;* that they have failed to discover what soldiers were guilty of the crime, or

what officers shielded them from punishment; that they find from the evidence adduced that Castelain did not sell liquor to the soldiers; that Captain Dugger, the provost-marshal, was to blame for not taking more prompt and effective measures to identify the offenders and bring them to punishment.

Upon this report, and the recommendation of Major-General Halleck, Captain Dugger was dismissed from the service.

It was claimed by the counsel for the memorialists that this action on the part of the United States fixed its liability for the injuries to the persons and property of the claimants.

On the part of the United States it was admitted that the claimants were sufferers from a gross and unjustifiable outrage upon their persons and property; but it was contended that the injuries were not the result of any act of the civil or military authorities of the United States, and that, whatever might be the equitable claims of the family to sympathy and compensation, the Commission had no jurisdiction under the treaty to make an award in their behalf.

The claim was disallowed by the unanimous action of the Commission, and they say:

This was a cruel and malicious attack upon the claimants, probably by some soldiers, from motives of personal revenge.

We do not find any act committed by the authorities creating a responsibility on the part of the United States.

We regret that we are not allowed to indulge in sentiments of pity or to extend charity to persons so cruelly injured.

SAZERAC DE FORGE ET FILS *v.* THE UNITED STATES, No. 458.

The memorialists were citizens and residents of France, and engaged at New Orleans in the sale of brandies by their agents, William E. Leverich & Co. From the record it appeared that they shipped by a vessel called the Baldwin twenty-five packages of brandy, and that the vessel arrived at the port of New Orleans the 11th day of March, 1861. The ordinance of secession by the State of Louisiana was adopted the 26th day of January, 1861, and the so-called Confederate Government was organized at Montgomery, Ala., the 22d day of February, 1861. Upon the capture of New Orleans in April, 1862, a portion of this consignment of brandy was in the custom-house, and came into the possession of the United States authorities. Other portions of the consignment had been taken from the custom-house during the time that the city was in the possession of the Confederate authorities, and the duties on the brandy so taken had been paid to the Confederate Government. Of the portion remaining in the custom-house a quantity had been taken by Dr. McCormack, medical director of the United States, and for the brandies so taken the memorialists claimed compensation in the sum of $22,000.

It was contended by the counsel for the United States that the payment of duties to the Confederate Government by the agents of the claimants was an act of aid and comfort to the Confederate authorities, and that the claim was barred under the first article of the treaty.

This position of the counsel on the part of the United States was not sustained by the Commission, and the claim was allowed at the sum of $10,468.22.

JEAN JEANNEAUD *v.* THE UNITED STATES, No. 206.

The claimant demanded compensation for a quantity of cotton destroyed by the United States forces in the month of April, 1864.

The proofs showed that after an engagement between the United

States forces and the Confederates, and the retreat of the latter, the troops of the United States, upon their return, burned a gin-house in which the cotton of the claimant was stored.

It was contended by the counsel for the United States that the evidence failed to show that authority was given by the officers in command for the destruction of the cotton, and that it was a wanton act on the part of the soldiers, for which the Government should not be made responsible.

The Commission held that this was a "peculiar and exceptional case," and in making the allowance they state the grounds of their action:

1. The cotton-gin in which the cotton was stored was not burned in battle or as a necessary and lawful military act. It had not furnished a shelter from which the Confederates had fired or might thereafter fire upon the United States forces.

The United States forces had driven the Confederates about three miles beyond the gin-house, and were marching back to their camp, not pursued by the Confederates, when the building was set fire to.

2. The burning was not ordered by authority in order to destroy the cotton, and so cripple the resources of the Confederates. At that time and place all the avenues to market were in the hands of the United States forces, so that the Confederates could not avail themselves of this cotton; hence the Confederates were then burning the cotton in that region, and the United States authorities were trying to save it and transport it to market. This case does not come within the line of any of the decisions of the British and American Claims Commission, referred to in Mr. Hale's report, in which claims for losses by the destruction of cotton were rejected.

The evidence shows that the burning was a wanton act of the soldiers in the excitement of the moment, as they were marching back to their camp from a successful battle with the Confederates. It was without any justifiable excuse, in violation of order and discipline, and committed when marching back to camp, under the command and in the presence of their officers, who, by the usual and ordinary enforcement of military discipline, might and could and should have prevented it, but who do not appear to have used any means whatever to prevent it.

In such a case we think that an allowance should be made.

JOSEPH CHOURREAU *v.* THE UNITED STATES, No. 43.

In this case the memorialist asked compensation for a quantity of cotton and other articles of personal property, amounting in all to the sum of $4,000.

It was alleged and proved that the cotton was destroyed by fire, set by soldiers belonging to the First Louisiana Regiment of Cavalry. There was evidence tending to show that at the time of the destruction of the cotton the country in which it was situated was the theater of war; that it was marched over and ravaged by the forces both of the United States and of the Confederate States.

Upon these facts the counsel for the United States contended that the district of country was not at the time of the loss within the territorial jurisdiction of the United States, and, therefore, that the claim was not covered by the terms of the treaty. The same objection was raised by the counsel for the United States in the following cases, namely: Vidal *v.* The United States, No. 24; Petrequin *v.* The United States, No. 38; Lauga *v.* The United States, No. 39; and Odend'hal *v.* The United States, No. 100. In some of these cases questions of citizenship were raised, questions as to the liability of belligerents upon the theater of war, and questions as to the facts of losses as alleged; but as the main question, "territorial jurisdiction," was carefully considered, and upon it a conclusion was reached by the Commission, no further notice will be taken of other points raised in the discussion.

The views of the counsel for the United States were thus presented in an oral argument to the Commission:

By the treaty of January 15, 1880, the Government of France is bound to compensate citizens of the United States for losses of a specified character sustained by such citizens, and "arising out of acts committed by the French civil or military authorities," at the times and under the conditions mentioned; and the corresponding obligation of the United States is to compensate citizens of France for losses of a specified character sustained by such citizens and "arising out of acts committed * * * by the civil or military authorities of the Government of the United States upon the high seas or within the territorial jurisdiction of the United States," and within the time named in the treaty.

I submit with great confidence that it is not within the legal capacity of this Commission to enlarge that authority in the least. The language is clear, it is explicit, there is no ambiguity in it; and if there were ambiguity or doubt, that ambiguity or doubt must be so solved, under the authority of President Woolsey, as to relieve the Government, which otherwise would have been charged. This is the extent of the obligation resting upon France. The corresponding obligation of the United States is to compensate citizens of France for losses of a specified character sustained by such citizens, and arising out of acts committed by the civil or military authorities of the United States upon the high seas or within the territorial jurisdiction of the United States and within the time named in the treaty.

It is to be observed that in this first article of the treaty is the phrase "territorial jurisdiction." The word "territorial" was introduced undoubtedly for some purpose. If the phrase had been, as it might have been, "within the jurisdiction of the United States," there would then have been a doubt as to the meaning of the single word "jurisdiction."

It has been asserted or recognized by the Supreme Court of the United States, by the Executive Department of the United States, and by the Legislative Department of the United States, that while we maintained from the first our legal jurisdiction over all the territory that had been within the recognized limits of the United States, we also admitted that during the war our actual territorial jurisdiction was limited by the line of our bayonets. The Supreme Court, in the prizes cases, said (2 Black, 635; 4 Miller, 876):

"It is no loose, unorganized insurrection, having no defined boundary or possession. It has a boundary marked by lines of bayonets, and which can be crossed only by force—*south of this line is enemies' territory, because it is claimed and held in possession by an organized, hostile, and belligerent power.*" (2 Black, 674).

By the declarations and acts of the Confederate authorities the United States was dispossessed of a portion of territory to which its lawful jurisdiction extended.

For the ordinary and peaceful purposes of government that territory had ceased to be of the territory of the United States. As a theater of war, and until a regular and peaceful administration of law, either civil or military, was established, the Government of the United States was in no proper sense responsible for what occurred in violation of human rights, whether of property or of person.

When the jurisdiction of the United States was re-established over the rebellious districts and States, and tribunals for the due administration of law had been instituted under the authority of the United States, then, but not until then, did the United States become responsible as the protector of person and property.

On the theater of war flagrant neither the contending armies nor the Governments that they represent can be held responsible for the losses and injuries that fall upon private persons.

In the case of the United States *v.* Rice, reported in 4 Wheaton, 246, the Supreme Court admit and assert the loss of territory and of territorial jurisdiction. A portion of the State of Maine, including the town and port of Castine, was conquered and for a time was held by the forces of Great Britain.

Upon the recovery of the territory the revenue officers demanded the payment by Rice of duties upon goods imported into Castine during its occupation by Great Britain.

The court denied the validity of the claim, and said "Castine was therefore, during this period, so far as respected our revenue laws, to be deemed a foreign port; and goods imported into it by the inhabitants were subject to such duties only as the British Government chose to require. Such goods were, in no correct sense, imported into the United States."

Whenever it is alleged in a memorial that the property for which compensation is claimed was taken or destroyed within the States or parts of States declared to be in insurrection by the proclamation of President Lincoln of August 16, 1861 (U. S. Stat., vol. 12, p. 262), the burden of proof is upon the claimant to show that the property so taken or destroyed was at a place which had been recovered from the possession of the enemies of the United States, and that it was then within the territorial jurisdiction of the United States.

The twelfth article of the treaty of Washington (Hale's Report, p. 415), under which the British and American Mixed Claims Commission was constituted, does not

contain any language, as far as I observe, that is equivalent in its restrictive character to the phrase "territorial jurisdiction," which is found in the treaty with France. But notwithstanding the absence of that limitation, the Commission gave that interpretation to the British treaty for which I now contend. The action of the commissioners is reported by Hale (pages 52, 53, and 54). The practical result was (p. 54) that all the claims for cotton destroyed in the enemy's country, with the single exception of that of A. R. McDonald, No. 42, were disallowed by the unanimous vote of the Commission. The question was discussed, and numerous authorities were cited, and notwithstanding the power of the Commission was not limited to the extent that the powers of this Commission are limited, the result was such as I now invoke at your hands.

Mr. Lincoln, by his proclamation of August 16, 1861, declared "that the inhabitants of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida, (except the inhabitants of that part of the State of Virginia west of the Alleghany Mountains, and of such other parts of that State and the other States hereinbefore named as may maintain a loyal adhesion to the Union and Constitution, or may be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents), are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exception aforesaid, and the citizens of other States and other parts of the United States is unlawful and will remain unlawful until such insurrection shall cease or has been suppressed."

As early as the 13th day of May, 1861, the Government of Great Britain, by proclamation, recognized the belligerent character of the so-called Confederate States. By that act Great Britain accepted the facts which were afterwards set forth in Mr. Lincoln's proclamation, that the territory which was then inimical, and for the time was under the control of the so-called Confederate States Government, was not then within the territorial jurisdiction of the United States.

The proclamation by Great Britain was followed June 10, 1861, by a proclamation of the Emperor of France, in which he enjoined upon the citizens and subjects of that country strict neutrality between the Government of the United States and the government of the so-called Confederate States. I refer to these three authorities, the proclamation of the President of the United States, the proclamation of the Government of Great Britain, and the proclamation of the Emperor of France, for the purpose of satisfying your minds that at that time the States and parts of States named were not within the territorial jurisdiction of the United States. To be sure, they were within the legal jurisdiction of the United States, and therefore the Supreme Court said that the inhabitants of those districts were at the same time citizens and enemies. They could be pursued as enemies, and they could be dealt with by the civil law as citizens. But the condition of war was recognized, and territorial jurisdiction was, by the proclamation of the President, absolutely abandoned, and except for the loss of territorial jurisdiction by the United States the recognition of belligerent rights in the so-called Confederate States by Great Britain in May, 1861, and by France in the month of June following, would have been offenses of the gravest national character.

I refer again to the prize cases, as they are called, reported in 2 Black (p. 635), where the doctrine is fully set forth that the inhabitants of the rebellious districts were at the same time citizens of the United States and enemies thereof.

Of property taken *within the territorial jurisdiction* of the United States it is to be said:

(1) That no presumption arises that a person in the military service of the United States is thereby authorized to do an act that is injurious to another, unless such act is done in the actual conflict of arms. Hence if any property was taken by soldiers the presumption does not arise that they had authority for the act. If they had authority it must be set forth and it must be proved.

(2) Proof that property taken or destroyed within the territorial jurisdiction of the United States was taken by the military authorities must be made by evidence that an officer, duly authorized thereto, issued an order, general or special, therefor, or by evidence that the property so taken was essential to the subsistence or safety of the army, and that is was so used with the knowledge and consent of the commanding officer present at the place of use

By that I mean to say that if property was taken, even though the party claiming compensation therefor should not be able to show that an order was actually issued, yet if that property was of such a sort that it was useful to the army, and was so used, and with the knowledge and consent of the officer in command, then such use, with such knowledge and consent, may very fairly be construed as the equivalent of an original order for the taking. This is a liberal view of the rights of claimants before this Commission.

(3) Or it must appear that the property taken was taken in furtherance of a duly

authorized public policy, and by a duly qualified agent of the Government, as in the case of cotton when the captors were acting under the orders of a military commander, or of the President, or by virtue of a permit from the Secretary of the Treasury. If a claim is made for cotton, for example, it most be shown that it was taken by a duly qualified agent of the Government.

Finally, Mr. President and gentlemen of the Commission, with these observations I invite your concurrence to two propositions, and, submitting them, I leave the subject:

1. The Government of the United States is not liable for losses arising from depredations committed in places where the armies were present, whether such depredations were by the soldiery or by camp-followers, inasmuch as the acts were not only without authority, either civil or military, but were in violation of the rules and articles of war, and of the orders of the military commanders.

2. The Government of the United States is not liable for a loss of property if the property, at the time the loss occurred, was not within the territorial jurisdiction of the United States.

The following views were submitted by the assistant counsel for the Republic of France, Mr. Morse:

With all deference to the counsel for the United States, the attempt to distinguish the "legal" jurisdiction from the "territorial" jurisdiction of the United States mentioned in the treaty is a refinement. All the claims paid through the action of the Southern Claims Commission to the citizens of the United States arose in States or parts of States at one time or another proclaimed as in insurrection against the United States; but alien residents could not go before that Commission, which was confined to loyal citizens, and hence the convention by which this honorable Commission was established. No claims arose outside of the insurrectionary States provided for in this treaty, except those arising upon the high seas. Can it be supposed for one moment that it was the intention of the high contracting parties to enter into a treaty to adjust all claims of their respective citizens, and then by the terms of the treaty to exclude the only claims that could possibly arise? The proposition is too absurd to require serious argument. And yet this must be the logical and inevitable outcome of the doctrine laid down by counsel for the United States. It would reduce the treaty to the level of a bargain or dicker between highwaymen; it would make it an instrument to deceive and disappoint the just expectations of honest claimants. But, worse than that, it would cover with reproach and disgrace two great and proud States.

The language of the treaty clearly meant the territory of the United States as known and claimed. It had no reference to the temporary occupancy of the Confederates; all the claims arose in the Southern States. They were the results of the conflict to a certain extent, for without it they would not have arisen; and they arose under an infinitely varied condition of affairs; some of them the inevitable accidents of war—the property was sometimes destroyed by actual conflict; the bursting shell fired the house or consumed the contents of the gin or sugar refinery.

* * * * * * *

If, however, counsel for the United States is in error, and counsel for the French Republic is correct in the views herein expressed in reference to the status of French citizens living in Louisiana during the late civil war, there are some counter propositions which may be properly advanced, and which should be adopted by this Commission, either in terms or substantially. And in response to the concluding arguments of the counsel for the United States, I beg to submit the following propositions on behalf of the French Republic:

1. Under international law, as well as by provisions of successive treaties between the United States and France, and particularly by provisions of the Treaty of January 15, 1880, the United States is liable to France for injuries to the persons of citizens of France, or on account of appropriation of property belonging to the citizens of France, being neutral, by officers and soldiers of the United States, if committed between the 13th of April, 1861, and the 20th of August, 1866, upon the high seas or within the territory of the United States.

"2. The United States is liable to France for acts committed against the persons and property of citizens of France, being neutral, by agents and employés of the United States, if committed between the 13th of April, 1861, and the 20th of August, 1866, upon the high seas or within the territory of the United States."

The majority of the Commission, Baron de Arinos and Mr. Commissioner Aldis, rendered a decision in these words:

In this case, upon the facts before us, we are not prepared to hold that, at the time of the burning of the cotton, the place was within the territorial jurisdiction of the United States, and therefore the claim is disallowed.

Thereupon the counsel for the French Republic entered the following motion:

And now comes the counsel for the French Republic, who moves this honorable Commission to reconsider its decision in the above-entitled case, for the following reasons, that is to say:

1. That the ground on which it was rendered is that the Commission was "not prepared to hold that at the time of the burning of the cotton the place was within the territorial jurisdiction of the United States," and that the question thus raised rests on the construction of part of Article I of the convention.

2. That the words "territorial jurisdiction of the United States" are construed in such a way as to conflict with the meaning of the word "territoire," used in the French text of the convention.

3. That no decision can be rendered in this individual case until the high contracting parties shall have determined the meaning of the words "territorial jurisdiction" "territoire," as used in the English and in the French text of the convention of January 15, 1880.

He then asked the Commission to make an order in the form following:

Whereas the counsel for the United States has submitted to this honorable Commission, on behalf of the United States, a certain contruction of the words "territory" and "territorial jurisdiction," used in Article I of the convention of January 15, 1880, between France and the United States;

And whereas the counsel for the French Republic has opposed said intended construction as contrary to the true intent and meaning of the convention of January 15, 1880, and on the ground that it limits the jurisdiction granted to this Commission; and also on the further ground that the words "territorial jurisdiction of the United States" are construed as conflicting with the word "territoire," used in the French text of the convention:

It is ordered that the whole question thus raised by the counsel for the United States be referred to the high contracting parties for the determination of the issues thus presented; and that, until their decision has been received by this Commission, no case in which the construction of the words thus used in the treaty is necessary to its determination shall be considered and adjudicated by this Commission.

In support of these motions the Marquis de Chambrun said:

I do not propose to speak on these motions. I will confine myself to the reading of the following statement:

"The undersigned, counsel for the French Republic, respectfully submits to this honorable Commission the following points in support of his motion:

"1 The decision rendered in the case of Joseph Choureau, No. 43, tends to establish a certain jurisprudence in regard to the meaning of the words 'territorial jurisdiction of the United States' as used in Article I of the treaty, which conflicts with the sense in which said words are used in public law.

"2. It also conflicts with the French text of the convention of January 15, 1880, which contains the words 'territoire des Etats Unis.'

"3. The arguments of the counsel for the United States in the cases of Anna Vidal *v.* The United States, No. 24, of Pierre Petrequin *v.* The United States, No. 38, and of Baptiste Lauga *v.* The United States, No. 39, are founded in part on the above-quoted decision, and they contain general propositions which are intended to be drawn by way of deduction from the said decision, to wit, "that the Government of the United States is not liable for a loss of property, if the property at the time the loss occurred was not within the territorial jurisdiction of the United States.'

"4. That if this decision shall prevail, the claims which it was intended by the high contracting parties should be disposed of through the instrumentality of this Commission would remain in abeyance, and a large majority of said claims would be thrown out.

"5. That the practical result of the adoption of the proposition presented by the counsel for the United States would actually reverse the views of the high contracting parties as laid down in the convention of January 15, 1880.

"6. That this honorable Commission has allowed the counsel for the United States to submit his views as far as applicable to certain cases now submitted to this Commission.

"7. That arguments have been also submitted by counsel for the French Republic.

"For these several reasons, and also for additional reasons to be stated hereafter, if required, the undersigned most respectfully requests this honorable Commission to grant his motion."

These motions having been granted, and the subject having been referred to the two Governments, correspondence took place between the Secretary of State of the United States and the minister of the French Republic resident at Washington, the result of which was contained in the letter of the Secretary of State to Mr. Outrey, dated May 9, 1882, as follows:

SIR: I have the honor to acknowledge the receipt of your note of the 8th May, 1882, in relation to the interpretation of the treaty between the United States and France, concluded January 15, 1880, which was referred to the two Governments by the Commission.

Without assenting to the inference which possibly might be drawn from some non-essential observation of your note, I find that we are in substance agreed as to the correct interpretation of that portion of the treaty to which this correspondence relates and which was the subject of our conversation.

I am glad, in compliance with your request, to state the understanding arrived at between us. The examination which I have made of the negotiations preliminary to the treaty, and of each text, convinces me that the words "territorial jurisdiction," when used in the first article of the treaty, were intended to have the force of the word "territory," which is in fact used in the French text. So far as the decision in the Chourreau case was in conflict with this definition of the words territorial jurisdiction, as being synonymous with the word *territoire* in the French text, it failed to carry out the purposes of the two Governments, and should be corrected.

I desire, however, in order that it may be a complete understanding on this point, to state that I do not express any opinion as to the validity of claims which arose in that part of the territory of the United States which was in rebellion at the time the claims are alleged to have arisen, but leave such claims to be decided in each case by the Commission in accordance with the rules of public law, of justice, and of equity, the interpretation now given to the treaty not adding force to claims which, measured by those rules, may be invalid.

Accept, sir, the renewed assurance of my highest consideration.

FRED'K T. FRELINGHUYSEN.

Mr. MAXIME OUTREY, *&c.*

The question of territorial jurisdiction and liability having thus been disposed of, the case of Chourrean was considered upon its merits and an award was made in the sum of $970.

VIDAL *v.* THE UNITED STATES, No. 24.

The memorialist presented a claim, as widow of Bonaventure Vidal and as administratrix of his estate, for the appropriation of a quantity of growing vegetables, valued at $5,885. The deceased was a gardener, engaged in raising vegetables for the New Orleans market. The evidence showed that the losses sustained by Vidal were due to unauthorized acts of pillage by soldiers of the United States Army.

It was claimed by the counsel for the memorialist that the Government of the United States was liable for the acts of the troops, whether specific authority could be shown or not.

On the part of the United States it was claimed that the Government was not liable unless the authority for the taking was clearly proved.

The claim was disallowed by a majority of the Commission, Baron de Arinos and Mr. Commissioner Aldis. They say:

In this case we are not able to find the facts proved as claimed by the memorialist. The claim does not arise from acts committed by the civil or military authorities of the United States, and the acts committed must be considered as mere acts of pillage.

It was understood that the majority of the Commission held that specific authority for the taking must be shown, or it must appear from the evidence that the articles taken were appropriated to the use of the army, and that they were such as were necessary for the support of the army.

BERTRAND *v.* THE UNITED STATES, No. 345.

The claimant's memorial contained a schedule of articles alleged to have been taken or destroyed by the army of the United States in April, 1864, at his residence, in the parish of Natchitoches, Louisiana.

It was claimed by the counsel for the United States that, as the property was destroyed upon the theater of war and while hostilities were flagrant, the Government of the United States was not liable for the damages sustained by the memorialist.

The Commission made an award in favor of the claimant in the sum of $4,800, which was understood to be in compensation for a quantity of cotton that was destroyed by order of the officers of the army, and through fear that, if not destroyed, it would fall into the hands of the Confederate authorities.

The Commissioner for the United States assented to the award upon the ground that the rule established in the case of Chourreau justified and required the allowance to Bertrand.

OSCAR BERCIER AND FRANÇOIS LABORDE *v.* THE UNITED STATES, No. 56.

It was stated in the memorial, or shown by the proofs, that the claimants were the owners of 107 bales of lint cotton, of the value in the aggregate of $14,029.63; that said cotton was in the city of Mobile, in the State of Alabama, and that 42 bales thereof were stored in the "City Warehouse," 25 bales at the "Okalona Press," and 40 bales at the "Union Press," and that in consequence of an explosion of fixed ammunition which occurred in that city May 25, 1865, the said warehouses and their contents were destroyed by fire.

The testimony in the case showed that upon the fall of Mobile, which took place April 12, 1865, the commander of the United States Army placed guards around certain warehouses in which cotton was stored. The owners were excluded from the warehouses in which the cotton was stored, and they had no opportunity either to protect it or to remove it. The warehouse-keeper, in his testimony, said:

> There were guards of soldiers put over all the warehouses of cotton in the city of Mobile, acting under the authorities of the Government of the United States Army, then in possession of the city.

Of the cotton so held more than 9,000 bales were destroyed by the explosion which took place the 25th of May, 1865, and the cotton of the claimants was a part of the cotton so destroyed. The evidence showed that the cause of the explosion was the accidental dropping of a shell by a soldier, which exploded and set fire to the buildings in the neighborhood.

Upon the same state of facts the same question was raised in the case of Phillippi *v.* The United States, No. 129. In the argument of that case the counsel for the United States presented the following views to the Commission:

> The testimony shows that upon the fall of Mobile, which took place April 12, 1865, the commander of the United States Army placed guards around certain warehouses in which, as was understood, cotton was stored. It does not appear that possession was ever taken of the cotton by any examination of it, or by assuming the custody of it in the sense of taking the keys of the warehouses or displacing the warehouse-keepers who may have had the warehouses in charge. As far as the record discloses the transaction, the commanding general did only that in reference to the warehouses that officers of the Army were accustomed to do upon the theater of war—protect as far as they were able private property from depredation by the mob or by soldiers, and from the accidents and casualties of war.

It is to be considered that at that time the war was flagrant, peace not having then been declared nor established. The order of General Canby of the 21st of April, 1865 (No. 30), shows conclusively that it was the policy of the Government to respect private property and to transfer the question of ownership to the civil authorities.

In contemplation of law there was no seizure of the Phillippi cotton. In the case of Pelham v. Rose (9 Wall., p. 106) the court say:

"By the seizure of a thing is meant the taking of a thing into possession, the manner of which, and whether actual or constructive, depending upon the nature of the thing seized; as applied to subjects capable of manual delivery the term means caption—the physical taking into custody."

And they say further:

"In the case at bar a visible thing capable of physical possession is the subject of the libel."

In the case of Phillippi the cotton was a visible thing capable of physical possession and manifestly the subject of caption, which in law means the actual taking, as the seizure of a person. In order to make the Government of the United States liable in the case at bar two things must appear: (1) That an order was issued by the officer commanding at Mobile, or by some officer duly authorized in the premises, directing an actual seizure in the sense in which the word is defined by the Supreme Court in the case mentioned, and (2) an execution of that order by the actual taking of the property in the same sense.

Upon the evidence neither of these two conditions is found to exist. There is no evidence that any order was issued by General Canby, or by any other officer duly authorized thereto, to make caption of the cotton; and, secondly, there is not only no evidence tending to show that caption of the property was made, but the evidence is conclusive that no act touching the condition of the cotton was performed by any officer or soldier of the Army of the United States.

Inasmuch as this claimant chose to make an investment in that species of property which was employed by the Confederate authorities in sustaining its credit abroad and maintaining its armies at home, and inasmuch as she was within the jurisdiction of the United States, and therefore had legal knowledge of the laws and regulations for the conduct of the war, and inasmuch as she chose to mix that property with other property of the same kind, belonging either to the Confederate government or to persons citizens of the United States, and then subject to its authority, she cannot now complain that the Army of the United States was employed to guard and protect that property in mass, for the twofold purpose of preserving it from destruction and of securing to the Government of the United States whatever rights of property might ultimately, upon investigation, be established in its behalf.

The destruction of the warehouses and cotton was an accident, and one of the incidents of war by which property was lost, and the loss must rest where it fell.

The Government of the United States never attempted to appropriate this property to its own use, but only to guard and protect it for the time being.

In this view of the case the counsel for the United States maintains that even if it should be the judgment of the Commission that the claimant is a French citizen, it is yet true that the Government of the United States is not liable under the treaty for the loss, it not having arisen from any act of the civil or military authorities of the Government of the United States, but, on the contrary, from an accident and an incident of war over which neither the civil nor military authorities of the Government of the United States had any control, and which, indeed, they were powerless to prevent.

In the Phillippi case the special counsel for the claimant submitted in reply the following argument:

Upon the express terms of the treaty we maintain that the property of this nonresident neutral was protected by the principle of "public law, justice, and equity."

The property was lawfully acquired by her. She was in full possession of it in a warehouse which *pro hoc vice* was hers. She was dispossessed by the military authority on 12th of April, and excluded from all control over it, and this continued to 25th of May, when the explosion took place which destroyed it. In all this time, seeing the danger to which the property was exposed, she may have made such disposition of it by removal or sale as would have avoided loss to her. It is no answer to say that it is uncertain she may have done either.

The seizure of all the warehouses, containing 17,073 bales of cotton, was of advantage to the Government, as it enabled it to secure such portions as belonged to the hostile organization and to those who sustained it. All that was not destroyed was delivered by the provost-marshal to Capt. Samuel Lappin, and by him transferred, as the law directed, to the special agents of the Treasury.

If we are right in the contention that the property of the claimant was protected by the principles of "public law, justice, and equity" applicable to the case,

then, upon undisputed law, the depriving her of the custody and control of it charges the Government with the responsibility of restoring the property, or accounting for its value.

It is of no consequence to the claimant that the loss has been occasioned by one cause or by another. If her cotton had been part of that testified to have been shipped, and had been lost by the perils of the sea, or if, after delivery to the Treasury agent, he had sold it and converted the proceeds to his own use, in either case it would be no answer to say the Government has not received any benefit from the seizure.

It is on this view of the case we have not deemed it essential to go into the investigation of the facts attending the great explosion, by which so much property was destroyed and so many lives lost, for the purpose of demonstrating that it resulted from the grossest negligence.

The claim now made is for cotton, but it stands on the same ground under the treaty, and must therefore be regarded in the same manner as if it were for so many bushels of corn or of wheat.

Neither the abandoned nor captured property act, nor any other act of Congress, differs cotton from any other product.

We conclude by saying that if by "the humane maxims of the modern law of nations the private property of *non-combatants* is exempt from capture as booty of war," it needs no argument for the position that *a fortiori* such exemption must be extended to the property of a *non-resident neutral*.

The counsel in the case of Bercier and Laborde claimed that—

From the day of the capture of Mobile said cotton has been treated by all parties as captured cotton—by the general in command, by his quartermaster, by the quartermaster in New York, to whom General Canby gave notice that he had ordered all cotton captured in Mobile to be sent, by the Secretary of War, when he ordered General Van Vliet to turn it over to the Treasury agent, and finally by the Court of Claims in ordering the proceeds to be paid over to the claimants, and by the Secretary of the Treasury when he reported to Congress on the subject. In giving the above judgments of the Court of Claims the Secretary says to Congress, "Statement C contains a list of awards of the United States Court of Claims for the proceeds of captured or abandoned property, under the act of March 12, 1863, presented to and paid by the Treasury Department up to June 30, 1876."

In both the cases mentioned the claim of the memorialist was disallowed, and upon the ground, as it was understood, that the Government of the United States was not liable for the pecuniary losses caused by the explosion of the 25th of May, 1865.

ETIENNE DERBEC *v.* THE UNITED STATES, No. 339.

This memorialist was the publisher and editor of two newspapers—one printed in the French language and called "L'Echo du Pacifique," the other in the Spanish language and called "El Eco del Pacifico," and both printed at San Francisco, California. The day following the night of the assassination of President Lincoln a mob surrounded the office of Derbec and threatened destruction to the establishment; but the cause of the public hostility to Derbec was not made known clearly by the testimony. It appeared, however, to be due to an impression that he had been unfriendly to the cause of the Union, or that he had favored the occupation of Mexico by Maximilian, or that he had entertained views upon both subjects contrary to the public sentiment of the masses of the people in San Francisco. In his memorial the claimant says that—

When the news of the assassination of President Lincoln reached San Francisco, a profound feeling of regret was excited in the population of the city, which was inflamed in the minds of a large mass of turbulent persons into a desire for riot and destruction, and which speedily broke out in the attack of a mob upon several newspaper establishments whose publications were in English, and finally led to an assault upon the establishment of your memorialist, when a large mass of excited men appeared suddenly before the printing and publication office of your memorialist's newspapers, the "Echo du Pacifique" and the "Eco del Pacifico," avowing loudly the determination to sack and destroy it, threatening the life of your memorialist, which for several hours was thus placed in imminent peril.

He also states, what appeared from the testimony, that for the protection of the memorialist and his property the premises were taken possession of by a force of United State troops under command of Major-General McDowell. The record showed that the troops retained possession of the premises until the 4th day of the following May, when they were restored to Derbec. Upon the restoration of the premises the types were in confusion, the property had been wasted in various ways, and its value diminished. Derbec, in his testimony used before the Commission, stated that the mob made no entry of the premises, and that no damage was done by them; but that the injury to his property was by the neglect and misconduct of the officers and soldiers of the Army of the United States, who had possession of the premises from the middle of April to the 4th day of May.

The 27th day of March, 1868, an act was passed by the legislature of the State of California, which provided:

> Whenever any building or other real or personal property shall be or shall have been destroyed or injured in consequence of any mob or riot, the city or county in which such property was situated shall be liable, in an action by or in behalf of the party whose property was thus destroyed or injured, for the damages sustained by reason thereof.

After the passage of this act Derbec brought suit against the city of San Francisco. His bill of complaint set forth, first, the destruction of the property; second, the destruction of his industry—or, in other words, the value of his subscription list—and generally his grounds of complaint. At the trial the court ruled that evidence could not be introduced for the purpose of showing the value of the subscription list, or the business of Derbec with reference to the loss of profits in consequence of the destruction of his papers, and that recovery could be had only for the value of property destroyed. The jury found for the plaintiff in the sum of $7,500. The bill of complaint was signed by Derbec, and under oath, and in that bill of complaint he said:

> That on the 15th day of April, 1865, aforesaid, and while the said plaintiff was occupied and engaged in editing, printing, and publishing said newspapers, the Echo du Pacifique and Eco del Pacifico, a large number of riotous and disorderly persons assembled and gathered together and formed a mob or a riot; that said persons, when so formed into a mob or riot, with force and arms, forced themselves into the premises and printing establishment of said plaintiff, occupied by him and described as aforesaid, injured, scattered about, mixed up, and destroyed all the types used for the printing and publishing of said newspapers, the Echo du Pacifique and Eco del Pacifico, and also injured and destroyed much of the printing materials used for the purposes aforesaid, which said types and printing materials this plaintiff had been constantly engaged in collecting for the space of thirteen years.

The claim of Derbec was stated in the memorial in these words: "By the loss consequent upon the destruction of his business as proprietor and publisher of the two newspapers, sixty thousand dollars." For the value of the property he made no claim, as he had received full compensation therefor under the verdict of the jury.

Upon the facts thus disclosed it was contended by the counsel for the United States that the Government was not liable, and upon three grounds: (1) That it appears from the testimony given by Derbec in the equity proceedings under the statute of the State of California that the destruction of his property was by the mob; (2) that he had received compensation for the loss of property, and that his claim was of the class that had been disposed of judicially, and was therefore excluded from the jurisdiction of the Commission by the second article of the treaty; and (3) that the Government of the United States, if liable for the value of the property destroyed, would not be liable for the good

will of the business in which Derbec was engaged at the time of the destruction.

The claim was disallowed by the judgment of Baron de Arinos and Mr. Commissioner Aldis. The reasons for the decision were not assigned by the Commission, and thereupon the counsel for the French Government made an application to the Commission "to state the grounds of the disallowance of the claim." That request was complied with, and the majority of the Commission made the following statement:

I. International commissions do not usually give the reasons for their decisions, except when the decision stands upon some principle of law which they think ought to be made known.

Most of the cases submitted involve only questions of fact, in which the commissioners weigh the evidence, consider the circumstances, the credibility of witnesses, and so decide upon the claim.

We reserve to ourselves in the most ample manner the right exercised by all international commissions of deciding for ourselves whether to give reasons or not for our decisions, and in the exercise of the right shall regard what is due to the Governments, the claimants, and to the proper dispatch of the business of the Commission.

II. In this case Mr. Derbec says that he is charged with perjury, wishes to know the grounds of our decision, so as to ascertain whether the decision sustains that accusation.

We rejected his claim upon the ground that the acts were committed by a mob in a riot, and not by the authorities of the United States.

In his suit against the city of San Francisco he swore that a mob entered his printing establishment and "defaced, injured, scattered about, mixed up, and destroyed his types and much of the printing materials, and that in consequence of said malicious act of said mob his newspapers ceased, to exist, and the valuable contract with Mr. Murphy for printing paper was lost to him." (See pp. 164 and 165 of the record.)

We thought the evidence and all the probabilities sustained and established the same facts.

This was a question of fact, not of law; it depended upon the evidence, and, therefore, we deemed it unnecessary to give our reasons.

VIRGINIE DUTRIEUX *v.* THE UNITED STATES, No. 524.

This claimant was the owner of two houses, situated in the city of Charleston, South Carolina. During the bombardment of that city by the forces of the United States these houses were struck by shells and either destroyed or injured materially, for which the memorialist claimed compensation in the sum of $6,000.

Upon this statement of facts in the memorial the counsel for the United States interposed a demurrer, and upon the ground that "the injuries complained of were the result of the ordinary operations of war and the bombardment of an enemy's town."

It was admitted in the opening brief of the counsel for the claimant that, "viewed from the standpoint of international law, * * * there was no remedy for the destruction by a belligerent, through the ordinary operations of war, of the property of a loyal citizen or an alien lying within the field of the war."

By the Fourth Article of the convention between the United States and France the Commissioners were required to make solemn declaration that they would "impartially and carefully examine and decide, to the best of their judgment and according to public law, justice, and equity, without fear, favor, or affection, all claims within the description and true meaning of Articles I and II, which shall be laid before them on the part of the Governments of the United States and of France, respectively."

It was claimed by the counsel for the memorialist that the phrase "public law" was distinguishable from "international law," and that it was the intention of the two Governments that all equitable claims on

the part of citizens of either Government against the other should be recognized by the Commission.

It was contended by the counsel for the United States that the words "public law" were equivalent in meaning to the words "international law," and that the Commission was authorized to allow such claims only as had been recognized by international law and the usage of nations under it as just and equitable claims. It was further contended by the counsel for the United States that the destruction of property of citizens and residents upon the theatre of war, and by the necessary movements and acts of the belligerents, was not the subject of compensation. The counsel for the United States referred to the proceedings of the British and American Claims Commission under the "Treaty of Washington," and especially to the case of Cleworth, in which the Commissioners said: "The United States cannot be liable for any injury caused by the shells thrown in the attacks upon Vicksburg."

On behalf of the claimant it was said by counsel:

Some of these claims, it is conceded, will be allowed. But how? Can it be claimed that the Convention intended to abrogate "the common law of war" as to certain classes of claims, and leave it in force as to others? If that was the intention, why was it not expressed? Why leave it to the Commission to conjecture what classes of claims not tenable under "the common law of war" should, and what classes of such claims should not, be held to be within the intent of the Convention? The Convention is the most liberal ever adopted; it gives the Commission jurisdiction in case of all injuries, without qualification, arising out of acts committed by the authorities of the respective Governments during the certain periods specified, and within the territorial limits designated. If injuries arising from *the ordinary operations of war*, though such operations were had by the authorities of Government, had been intended to be excluded, why was not a provision to that effect inserted in the Convention? There was no such intention; the injuries of which each Government complained to the other arose almost entirely out of acts done in the ordinary operations of war; acts for the damages arising from which the political departments of the respective Governments, *in the absence of convention*, would not and could not demand redress. It was to remedy the injuries thus done that the enlightened parties to the Convention, in the broad, civilized spirit of the day, agreed to forego setting up the narrow, jealous objections which earlier and less advanced ages would have sanctioned as justifiable obstacles in the way of common justice; the "enlightenment" of each party in the premises being, however, chiefly due to the potent existence of counter-claims.

In reply it was contended by the counsel for the United States that—

All agreements and contracts are entered into with the law of the land in view, and are governed by it. All treaties are made subject to the principles of public law as they exist at the date of the treaty, and if it be desired to introduce a new and hitherto unrecognized principle an explicit statement to that effect must be made and incorporated in the instrument.

In this case the demurrer was sustained, and the claim was disallowed.

DONALDSONVILLE CASES.

DR. DENIS MENG *v.* THE UNITED STATES, No. 567.

Dr. Meng claimed compensation for two houses and their contents, of the value, as was alleged in the memorial, of $26,320.

The facts admitted by the counsel for the United States, or proved, were that the claimant was a citizen of France, and that he was such citizen at the time of the alleged loss; that he was a resident at Donaldsonville, a town on the west bank of the Mississippi River, State of Louisiana; that he was the owner of certain property there; that Admiral Farragut was then in command of the naval forces of the United States on the Lower Mississippi River, and opposite to the parish in

which Donaldsonville is situated; that the transports and other vessels having been fired upon from the banks of the river in the neighborhood of Donaldsonville, Admiral Farragut, believing that the town furnished a rendezvous for the parties engaged in the attacks, determined to destroy the place; that in his capacity as such commander he did, on the 8th day of August, 1862, notify the residents of Donaldsonville that he would on the day following destroy the town, and that on the 9th day of August he did cause fire to be set to some of the buildings, which resulted in the destruction of a portion of the town, including the buildings owned by this memorialist, and for which he claimed compensation.

By mutual understanding this case was placed at the head of a class of cases that rested upon the same facts, and which were to be governed by the principles of law that might be established by the decision of the case of Dr. Meng.

The counsel for the memorialist in his opening brief cited the proclamation of the President of the 16th of August, 1861, in which he excepted from the proclamation such parts of the States declared in rebellion as might maintain a loyal adhesion to the Union, "or may be from time to time occupied and controlled by the forces of the United States engaged in the dispersion of the said insurgents." It was claimed that at the time of the destruction of Donaldsonville that portion of the State of Louisiana was occupied and controlled by the forces of the United States. In support of this statement reference was made to the language of General Butler as quoted in the case of the Venice (2 Wallace), and to the letter of Mr. Seward, Secretary of State, of the 12th of May, 1862, to Mr. Adams, minister at London, in which Mr. Seward said: "You may now assume that the Mississippi River, in its whole length, is restored to the Federal authority." The proclamation of General Butler of the 9th of November, 1862, was also cited, in which he speaks of the district west of the Mississippi River "lately taken possession of by the United States troops." Upon these authorities, and upon oral testimony, it was contended by the counsel for the claimant that Donaldsonville was within the lines of the Army and of the territory of the United States, and that the act of Admiral Farragut in ordering the destruction of the city was not warranted by the rules of war, nor justified by the necessities of the situation; consequently, the Government of the United States being responsible for the acts of its officers and the authorization of this act having been admitted, compensation should be made to the sufferers. The argument of the counsel for the claimant was directed to the support of two propositions:

First. That Donaldsonville at the time of its destruction by Admiral Farragut was within the Federal lines and under Federal authority; hence was not in enemy territory.

Second. That trade had been established between Donaldsonville and the city of New Orleans, and that that section of Louisiana had been restored to all its rights under the Constitution.

The history of the controversy between the United States and Great Britain, relating to acts of retaliation by the Army of Great Britain for the destruction committed by the Army of the United States in Upper Canada in the year 1814, was referred to as sustaining the position of the counsel for the claimant that nations were liable for the destruction of property under circumstances such as existed at Donaldsonville in 1862. The counsel for the claimant then proceeded to say:

Such were the positions taken by the United States, and we think correctly taken. We may anticipate the objection counsel for the United States will make to the

introduction of this correspondence, to wit, that these cities and villages were not destroyed for any violation of the rules of civilized warfare, that their citizens had not fired upon the transports, or kept up an irregular war upon the British fleet. Perhaps not; but it will be seen that they were destroyed in retaliation for similar acts of uncivilized warfare on our part in Canada. Therefore, it appears that the same excuse was offered—"the places were burned in retaliation"; and that is the excuse given by Admiral Farragut.

As said by the Secretary of State, such acts are inhuman, and are not justified by the principles and rules of civilized warfare. The authorities all say that the destruction of towns and cities can be justified only by the imperative necessities of war; only where they are necessary to insure the success of the army, and become an important element in securing an honorable peace, or where the conduct of the citizens is inexcusable, and it cannot be stopped by taking possession of the place or places. Under any other circumstances such conduct "is the act of a savage."

The testimony in these cases shows beyond a doubt that there was no excuse for the destruction of Donaldsonville. It was shown that the firing upon the fleet was not the work of the citizens of Donaldsonville, but that of irresponsible guerrillas whom the citizens could not control; that the firing was not from the city, but from below and above the place. These facts were fully and truthfully communicated to Admiral Farragut. He knew at the time that there was no enemy in Donaldsonville; that he had complete and undisputed control of the place; could at any time take peaceable possession of it, and that there was no one to dispute his authority. One witness swears that there was no enemy there; in fact, that there were but two or three male citizens in the place; and yet, with the place under his absolute control, he burnt the city for the act of a few guerrillas who were strangers to the place, and without a residence or interest in it.

A more inexcusable and barbarous act was not committed during the entire war. The city was not hostile, it was not in the hands of or under the control of the enemy; it was declared to be within the Federal lines; there was no occasion to bombard it to dislodge an enemy; it was disarmed and in the hands of a few Union men and women, and there was not only no one to dispute the authority of the United States, but the commander of her Navy was urged to take possession of the city and thus protect all from the occasional and irregular acts of guerrillas. By the rules of war the United States military and naval forces were bound to exercise their authority, take possession of the place, and protect its own citizens and alien residents residing within its territory under treaty stipulations from the acts of the freebooters and plunderers. So long as a district or city was under the authority of the rebels, or those in arms against the United States the United States was not, and is not, liable for the injuries or wrongs committed by her enemies; but the moment her authority was re-established her liability followed, and she became responsible for the acts of her military or naval forces. This principle was declared in Gumbo case (2 Knapp, 369). That case involved the liability of France for damages done after she had re-taken the Dutch West Indies from Holland, and the privy council held France liable for all acts done after she had taken possession. In the claim of Nelson the English and American Commission held the same doctrine.

It follows that as Donaldsonville was within the Federal lines, and under the control of the United States forces, they were bound to protect the citizens, and their refusal to do so was an act for which the Government is liable.

The counsel for the United States in reply cited the language of General Butler, referred to in the case of the Venice, in which he said, speaking of the rebels:

> They have retired in the direction of Corinth, beyond Manchat Pass, and abandoned everything in the river as far as Donaldsonville, some 70 miles beyond New Orleans.

As to the statement contained in the letter of Mr. Seward to Mr. Adams, the Commission were asked to observe that the phrase "You may now assume that the Mississippi River, in its whole length, is restored to the Federal authority," was not even in form a declaration of the fact, and that, whatever might have been the purpose of Mr. Seward, history justified the statement that the river was not restored in its whole length until July, 1863, after the fall of Vicksburg and Port Hudson.

In further support of the position that Donaldsonville was not within the control of the armies of the United States in August, 1862, the

report of General Butler of the 27th of October of that year was cited in which he says:

General Weitzel landed at Donaldsonville and took up his line of march on Sunday the 26th of October. About 9 miles beyond Donaldsonville he met the enemy in force A sharp engagement ensued, in which he lost eighteen killed and sixty-eight wounded

It was contended by the counsel for the United States that the proclamation or order of General Butler, dated November 9, 1862, in which he created a department of that portion of the State of Louisiana lying west of the Mississippi River, and in his order declared that it had been "lately" taken possession of by the United States troops, was the first official notice of the occupation and possession of that portion of Louisiana in which the town of Donaldsonville is situated which bound the United States Government, and was in itself conclusive proof that up to and until the date of that order or proclamation the territory covered by that order or proclamation was enemy territory. As to the oral testimony, it was claimed that individual views stated and opinions given by witnesses could not control the official acts of the military and civil authorities of the country; consequently, Donaldsonville, in August, 1862, was enemy territory. In refutation of the position taken by the counsel for the claimant, that Admiral Farragut was not justified by the rules and articles of war and the principles of public law in the circumstances then existing and known to him, in issuing the order which in its execution caused the destruction of the town of Donaldsonville, the counsel for the United States submitted these view to the Commission:

The destruction of Donaldsonville by Admiral Farragut is justified upon two grounds First, as an act of retaliation, and, secondly, as a reasonable and proper means of defense. The counsel for the claimant assumes that the right of retaliation in war and upon the theater of actual hostilities cannot be justified by the rules of civilized war and upon page 10 of the claimant's brief appears this statement:

"Treating the question as if Donaldsonville remained outside of our lines, yet the admiral had no right, under international law, to bombard or burn the town without making his Government liable for the damage done."

It is unnecessary to characterize this statement or consider its value as a legal proposition, inasmuch as it is sufficient to cite the authority of this honorable Commission in the case of Virginie Dutreix against the United States, No. 524. In that case the counsel for the United States filed a demurrer, and upon the ground that the "injuries complained of were the result of the ordinary operations of war and the bombardment of an enemy's town." After argument the Commission sustained the demurrer and disallowed the claim. That decision was signed by all the members of the Commission, and the counsel for the United States might with safety here rest the defense. Upon pages 10, 11, and 12 of the brief of the counsel for the memorialists authorities are cited and quotations made from those authorities, upon the idea that they support the proposition already quoted from the brief of the counsel for the claimant. These authorities fail to support the position assumed. They all recognize the right of a belligerent to punish his adversary by the bombardment of a town or the destruction of private property under general orders, and not for pillage or gain. This remark is also applicable to article 28 of the rules and articles of war:

"Retaliation will never be resorted to as a measure of mere revenge, but only as a means of protective retribution, and, moreover, cautiously unavoidable; that is to say, retaliation shall only be resorted to after careful inquiry into the real occasion and character of the misdeeds that may demand retribution."

Nor is any support given to the position of the counsel for the claimant by the correspondence between the Government of the United States and the representative of Great Britain, quoted on pages 13-17 of his brief. From this correspondence it appears that the British Government adopted what were called measures of retaliation against the inhabitants of the United States for the wanton destruction committed by their army in Upper Canada in the year 1814, and that the United States Government complained of those acts of retaliation; but the correspondence is conclusive to the point that the representatives of the Government of Great Britain maintained the right and justice of the proceeding. It is also a matter of history that no provision was made in the treaty of peace for the compensation of persons who suffered by the depredations of the British forces, and no compensation was eve

made to the losers from the treasury of Great Britain. The right to destroy the property of persons resident in enemy's territory and upon the theater of war, and as a measure of retaliation for injuries inflicted by the army of the enemy, rests upon the rule everywhere recognized that the army and people are alike enemies, and that the entire body politic, the army, the civil officers, and the citizens are each and all responsible for the hostile acts of each and all.

The counsel for the United States claims that Admiral Farragut was, by virtue of his commission and by the power of command vested in him, fully authorized to judge whether the destruction of the town of Donaldsonville, or a portion thereof, was justified by the circumstances then existing and known to him, and that it is not competent for this tribunal to now inquire whether his decision was or was not a proper decision.

He also referred to the Alexander cotton case (2 Wallace, 419), in which the Supreme Court of the United States said:

We must be governed by the principle of public law, so often announced from this bench, as applicable alike to civil and international wars, *that all the people of each State or district in insurrection against the United States must be regarded as enemies until, by the action of the legislature and executive, or otherwise, the relation is thoroughly and permanently changed.*

At the final hearing the counsel for the United States submitted these observations to the Commission:

The allegation in the memorial of Dr. Meng is that on the 9th of August, 1862, by the order of Admiral Farragut, who was then in command of the naval forces on the Mississippi River, between a place known as Port Hudson and the city of New Orleans and to the open sea, certain property in the town of Donaldsonville, on the west side of the river, was set on fire and destroyed, and that of this property the claimant was the owner of certain buildings, three in all, for which he claims compensation. His citizenship in France is admitted. The State of Louisiana passed what was called an ordinance of secession in the month of January, 1861, and became one of the members of the Confederacy, which was organized into a Government, with its capital at Montgomery, Ala., the 22d of February, 1861. The seat of Government was afterwards removed to Richmond, Va. On the 25th day of April, 1862, after the occupation of the islands below New Orleans, in the Gulf of Mexico, near the mouth of the Mississippi River, Admiral Farragut obtained possession of the city of New Orleans. General Butler, who was then in command of the land forces, arrived in New Orleans the 30th of April, 1862, and the 1st of May he issued his proclamation declaring the city of New Orleans under martial law. I believe that is the only proclamation relating to jurisdiction which was issued by the general of the Army or by the President of the United States previous to the events of the 8th and 9th of August, 1862, with which we are now dealing. What we have claimed in our brief, and what we shall attempt to maintain here and now, is that at the time when this destruction took place the town of Donaldsonville was of the enemy territory. These eleven States that were organized into the so-called Confederacy were recognized as a belligerent government, or as a belligerent for the purposes of war, by the proclamation of the Queen of England of the 13th of May, 1861. That proclamation was followed by the proclamation of the Emperor of France in June of the same year. As far as those Governments were concerned, and especially as far as the Government of France was concerned, there was a distinct official public recognition of the organization called the "Confederate States," and an admission of those States into the family of States, not for all purposes, but for the purpose of war. Therefore it does not lie within the scope of the reason of the case that the Government of France should deny that at the time the proclamation was issued by the Emperor of France all this territory was enemy country as far as the Government of the United States was concerned.

Next, then, President Lincoln, the 16th day of August, 1861, which was nearly a year before these events took place, issued a proclamation which did in effect recognize these States, with certain exceptions, as a belligerent power, and they were so treated in all our relations with them, during the existence of hostilities. In pursuance of an act of Congress, to which he refers, he says:

"I do hereby declare that the inhabitants of the said States of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida (except the inhabitants of that part of the State of Virginia lying west of the Allegheny Mountains, and of such other parts of that State and the other States hereinbefore named as may maintain a loyal adhesion to the Union and the Constitution, or may be, from time to time, occupied and controlled by the forces of the United States engaged in the dispersion of said insurgents), are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the *exceptions aforesaid*, and the citizens of other States and other

parts of the United States is unlawful, and will remain unlawful until such insurre tion shall cease or has been suppressed."

That proclamation, declaring these States to be in a state of insurrection again the Government of the United States, was to operate until the insurrection was su pressed; and the insurrection was not suppressed until the month of April, 186 when the forces of General Lee surrendered to General Grant at Appomattox Cou House, in the State of Virginia. By that proclamation Louisiana was in a state insurrection until the suppression of the rebellion in 1865, and during all that peri it was enemy territory by the act of the Government of the United States, enem territory by the proclamation of the Government of Great Britain, enemy territory b the proclamation of the Emperor of France."

In reply, and in support of the position taken by the counsel for th claimant, Mr. Morse, assistant counsel for the French Republic, mad the following statement to the Commission:

A few months after the commencement of the war Fort St. Philip and Fort Jac son, which commanded the entrance to the mouth of the Mississippi River, below Ne Orleans, about a distance of 100 miles, were captured by the Federal fleet under A miral Farragut, and the city of New Orleans fell into possession of the Federal Go ernment, and remained so until the close of the war. With the fall of New Orlean practically all that portion of the Mississippi River not commanded by very form dable forts fell also into the possession of the Federal Government, and the gunboa and transports of the Federal Government had free passage up to a point called Po Hudson, which is about 70 miles above Donaldsonville, and on the east or left ban of the river, where there was a formidable fort, garrisoned by Confederate troop which for many months successfully resisted the Federal fleet and army of occupatio But from Donaldsonville to New Orleans all the country on the right and left ban of the river, which was immediately commanded by the guns of the Federal flee was in absolute possession and control of the Federal Government. Occasionall however, partisan rangers or detached bodies of armed men, alleged to be Confede ate soldiers, would come from the interior of the country, and, striking the roa which followed the Mississippi River just inside of the levee, would make attac sometimes on the steamboats and sometimes on the transports. Some time after t Federal occupation of the Lower Mississippi by the United States, an earthwork w thrown up on the environs of Donaldsonville, at the confluence of the bayou and t river. This was "Fort Barrow," which was erected on the west bank of the bayou an river, and was sometime occupied by a small body of Federal troops. The locatio of this earthwork, which is shown on maps filed in these cases, was outside of t village of Donaldsonville. This fortification was at one time named "Fort Butler."

The capture of New Orleans occurred late in April, 1862, and the occurrences o of which this claim originated took place on the 9th of August of the same yea The formidable Federal fleet had been for several months in undisputed possession this portion of the river, and of course of the territory immediately contiguous, an all this portion of Louisiana [referring to the map] had been declared by Preside Lincoln as exempt from the insurrectionary districts. Proclamations August 16, 18 (12 Stats., p. 1262), and July 1, 1862 (12 Stats., p. 1276). When the war was con menced the whole State was declared in insurrection, but with the capture of Ne Orleans and the restoration of Federal jurisdiction in certain portions of the terr tory, notably Ascension Parish, and other parishes on both sides of the river, tho localities were declared by the proclamation of President Lincoln not to be withi the insurrectionary districts, and therefore not liable to be treated as "enemy terr tory." As a matter of fact, trade was uninterrupted between Donaldsonville an the city of New Orleans. But at the same time the transports and sometimes stean boats had been, as alleged by the United States, fired upon with small arms fro points above and below and near Donaldsonville; and the United States has also i troduced evidence that there was a baby cannon at one time at Donaldsonville, whic was discharged at a transport or a Federal steamboat; and occasionally detachmen of armed men would appear on horseback and discharge a volley from small-arms a passing transport or Federal steamer. I do not believe there is any charge or pro that anybody was killed on steamer or transport by the guns discharged either ne Donaldsonville or in the vicinity. I do not think there is any evidence on this poin at least as far as I have read the testimony.

An opinion was given by a majority of the Commission, Baron d Arinos and Mr. Commissioner Aldis, disallowing the claim, in thes words:

WASHINGTON, *November* 2, 1883.

All the property described in the memorial, except item 13, for three horses, sad dles, and bridles, was destroyed or burnt by the bombardment or burning of Don *aldsonville by Admiral* Farragut, on the 9th of August, 1862.

The question whether the Government of the United States is bound to make compensation to the claimant for his property so destroyed or burnt has been very fully discussed by counsel and carefully considered by the Commission.

We deem it unnecessary to go into a detail of the facts which we consider as proved by the evidence, or of our views of the principles of international law and of the laws of war applicable to the facts, and which determine our decision.

We deem it sufficient to say that the acts of bombardment and burning by Admiral Farragut were lawful and justifiable acts of war, caused by the firing of the Confederate military forces, with the complicity of the inhabitants of Donaldsonville, upon the transports of the United States passing upon the river, and that the Government of the United States is not bound to make compensation for the damage caused by such burning and bombardment.

As to the item 13, for the horses, saddles, and bridles, the only evidence to prove the taking by the United States military authorities is the statement of the claimant (p. 17). He is asked: "What became of the horses?" He answers: "The soldiers took them; the same soldiers." As these soldiers came from and returned to the ship in a skiff, it is difficult to believe that they took the horses. The proof of the taking of the horses is not sufficient to justify an allowance.

A dissenting opinion by Mr. Lefaivre, the commissioner on the part the French Republic, will be found in the appendix, marked Exhibit I.

REMY JARDEL *v.* THE UNITED STATES, No. 333.

The claimant was a French citizen, resident at Donaldsonville, La., in the month of June, 1863. He claimed compensation for a dwelling-house and bakery, all of the value of $3,000, which were destroyed by fire set to certain buildings in the town of Donaldsonville, by order of Major Bullen, the 29th day of June in that year. After the attack upon the transports of the United States which gave rise to the destruction of property in Donaldsonville, in the month of August, 1862, by order of Admiral Farragut, as reported in the case of Dr. Meng, the military authorities in Louisiana caused a small fort to be erected above Donaldsonville, at the junction of the Bayou La Fourche with the Mississippi river. The object appears to have been the protection of the transports on the river against attacks from Donaldsonville. In the month of June, 1863, the fort was occupied by a force of about 180 effective men, commanded by Major Bullen, of the Twenty-eighth Regiment of Maine Volunteers. At about 1 o'clock in the morning of the 28th of June the fort was attacked by a body of Confederate troops, estimated at 2,000 in one statement and 5,000 in other statements. The principal attack was from the open country on the west and northwest sides of the fort, but the firing was commenced from behind buildings in Donaldsonville, on the opposite side of the Bayou La Fourche. The contest for the possession of the fort continued until daylight, while the attacking party retired to a distance beyond the reach of the guns in the fort. Major Bullen, apprehending a second attack sent notice to the inhabitants of Donaldsonville that he should destroy all the buildings in the town within range of the fort, and on the morning of the 29th a party was sent across the bayou to set fire to buildings in the vicinity. A large number were destroyed, and among them the dwelling-house and bakery of the memorialist.

It was claimed by the counsel for the United States that the destruction of the property was a justifiable act of war; that it took place upon the theater of war and in the territory of the enemy. The counsel for the United States made the following proposition as the true rule of liability, namely: Where two nations are at war, and the theater of war is upon the territory of one of the belligerents, and the belligerent upon the defensive, in actual battle, without having given special authority for the destruction of the particular property, either by

specifying that property or by specifying a class to which it belong destroys the property of its own citizens or of alien residents, th government is not liable for the destruction; but if, in preparation f the battle, it orders the destruction of a class of property, in which i the property of A, or it orders the destruction of the property of A whether it be a month before a battle or a day before a battle, or i during the battle, it orders for any particular purpose the destructio of particular property of its own citizens, it is liable for the value of the property so destroyed. If, however, an army is engaged in operations upon the territory of the belligerent no liability of that sort arises. Everybody in that country is an enêmy, and whether the occupying army destroys property by specific declaration, or whether it destroys property in actual hostilities, it is alike free from all liability.

It was claimed by the counsel for the French Republic, in reply, that the conclusion reached by the diplomatic agents of the two Governments in the Chourreau case excluded all consideration of the questio whether Donaldsonville was within the enemy's territory or not, an that the destruction of the property of the inhabitants of Donaldsonvill after the battle was an unjustifiable act, and that the Government o the United States became thereby responsible.

The majority of the Commission, Baron de Arinos and Mr. Commissioner Aldis, gave an opinion, as follows:

WASHINGTON, *November* 2, 1883.

Without considering in detail the evidence in this and the similar cases and th facts proved thereby, or stating the principles of international law and of the laws war applicable to such facts and which determine our decision, we deem it sufficie to say: That the destruction and burning of the dwelling-house, bakery, and ou buildings of the claimant in Donaldsonville on or about the 28th of June, A. I 1863, by the United States military forces under Major Bullen, then in command o Fort Butler, was a lawful and justifiable act of war; and that the Government o the United States is not bound to make compensation for the damage caused thereby The claim is therefore disallowed.

Mr. Commissioner Lefaivre dissented, and stated the grounds of hi dissent in the following opinion:

This destruction took place after the battle of the 27th and 28th of June (night the 27th and morning of the 28th), during which Fort Butler's garrison victoriousl repulsed an attack of the Confederates. So this property was not destroyed und the pressure and for the immediate necessities of actual battle. It was but a strateg measure, taken deliberately and in a period of relative tranquillity; it was an exte sion of the military zone for the purpose of facilitating the accuracy of the firing, in order to be able to discover more easily a future attack of the enemy. Accordin to the unanimous opinion of international writers and congresses, and to the juri prudence adopted by the Commission itself, such a measure creates for the injure proprietors not participating in the battle ("for the innocent sufferers") a *right indemnity*.

In order to refuse Jardel the benefit of this principle, it should be shown that t inhabitants of Donaldsonville took part in the battle of the 27th of June, and th justified the retaliation of the garrison, or that his house (Jardel's) was complete destroyed during the battle, either by the bombardment of the fort or by fire. No of these points appear in the evidence or testimony.

1. The only cause of grievance of the officers and soldiers of Fort Butler against t inhabitants of Donaldsonville were their sympathies for the cause of the Confederat and the insulting remarks, uttered principally by women, when the patrol passed b But none of them were proved to have taken an active part in the battle. This vie can be established with entire certainty.

2. The testimony of many Federal soldiers and officers shows that no house i Donaldsonville was destroyed during the battle prior to the systematic destruction the 29th of June. "It was existing houses and not ruins which were destroyed." A mitting even the fact that a certain number may have been damaged by projectil during the battle, this partial destruction gives the military authorities by no mea the right to afterwards destroy a lot of buildings without indemnity. The amou of these previous losses has not even been estimated. We can only guess at the

amount, and, in absence of positive proofs, it seems strange that the benefit of the uncertainty should enure to those who destroyed the property rather than to the innocent victims of the war. A contrary tendency prevails to-day in international settlements. The commissioner on behalf of the French Government regrets that the Commission, by its decision, did not agree to this progressive tendency of international rights.

G. A. LE MORE & CO. *v.* THE UNITED STATES, No. 211.

The claimants, citizens of France, demanded compensation for 830 bales of cotton, alleged to have been of the value of $350,726.46. This cotton had been the subject of controversy in the district court of the United States for the southern district of Illinois, sitting as a prize court. The cotton was condemned as lawful prize, and upon an appeal the decree of condemnation was affirmed by the Supreme Court of the United States.

In the case of Isaac Taylor *v.* The Republic of France, No. 1—which was a claim for compensation for a quantity of petroleum alleged to have been shipped by said Taylor, a citizen of the United States, on board a German vessel bound for a German port, which was seized by a French cruiser and the property condemned as prize—it was agreed by the Secretary of State of the United States, Hon. James G. Blaine, and Mr. Outrey, the representative of the Republic of France at Washington, that the claim was barred by the second article of the treaty. It was understood that all claims against the United States of a like character should be withdrawn from the jurisdiction of the Commission, and the claims of—

R. M. A. de Perdreauville, No. 18;
Thomas C. Payan, assignee, No. 28;
Jules Perrodin, No. 90, as to 13 bales of cotton;
Bazile Laplace, No. 365;
Marie Amelie Laplante, widow, and heirs, No. 674, were so withdrawn.

The counsel for the United States demanded the withdrawal of the case of G. A. Le More & Co., No. 211. The agent and counsel for the Republic of France refused to accede to this demand, and upon the ground that the district court for the southern district of Illinois had not jurisdiction of cases in prize, and that the decision rendered by that court was not by competent judicial authority. The counsel for the United States, maintaining that the Commission had not jurisdiction of the claim in presence of the diplomatic arrangement made in the Taylor case, refused to recognize the Commission as authorized to act, and he therefore declined to submit an argument upon the questions involved. A hearing was had by the Commission, and arguments were submitted by the counsel for the French Republic.

A decision was rendered by a majority of the Commission, consisting of Baron de Arinos and Mr. Commissioner Aldis, as follows:

WASHINGTON, *March* 26, 1884.

By the second article of the convention all those cases are excepted from our jurisdiction which "have been already diplomatically, judicially, or otherwise by competent authorities heretofore disposed of by either Government."

The cotton claimed by the claimants was libeled in the United States district court of Illinois, was taken possession of by the marshal, and sold under the order of the court, and the proceeds deposited and held to await the final judgment of the court.

At this point in the proceedings the claimants and Withenbury & Doyle, citizens of Ohio, and the New Orleans Bank intervened, each claiming to own the cotton.

The first question, of course, was whether either of these three parties owned the cotton. If they were not the owners then they had no right to intervene, and whether the cotton was taken on the high seas or on the land, and was or was not lawful prize, was nothing to them. This preliminary question was tried by the court, much

evidence was taken, and, upon a hearing, the district court decided that neither of the three intervening parties owned the cotton. Thereupon the claimants and the two other parties appealed to the United States Supreme Court. The case was heard in the Supreme Court, and the court held that neither of the three intervening parties owned the cotton, and thereupon the decree of the district court was affirmed.

The claimants moved for a rehearing of the case upon the ground that a part of the evidence given by Queyrouze was withheld from the Supreme Court, but the motion was denied. We refer to the case, the Ouachita Cotton, 6 Wallace Rep., 521.

That the United States district court and the Supreme Court of the United States were competent authorities to decide the question whether the claimants were the owners of the cotton does not seem to us doubtful. They are prize courts, having full jurisdiction of all questions as to prizes—indeed, under the laws of the United States (by which alone these questions were to be determined) they were and are the only courts having jurisdiction of prize cases.

Under the decision which the two Governments have adopted in the Isaac Taylor case, this pending case has been disposed of by competent authorities.

The distinction insisted upon by the claimants' counsel—that the cotton was taken upon land, and therefore that the court has no jurisdiction, and its judgments must be void—does not seem to us a tenable ground for holding that the decision that the claimants were not the owners of the cotton was void also.

The case was sent back to the district court.

It is sufficient as to these claimants that competent authority has decided that they are not the owners of the cotton, and have no right to intervene.

The claim is dismissed upon the ground that it "has been judicially or otherwise disposed of," under the second article of the convention, and is therefore one of those cases which are excepted from our jurisdiction.

A dissenting opinion was filed by Mr. Commissioner Lefaivre in these words:

The 830 bales of cotton to which this claim relates, and which were seized on April 8, 1864, at the Simmons plantation, on the Ouachita River, in Louisiana, by the Federal authorities, were undoubtedly the property of G. A. Le More & Co., of Havre, France. It is immaterial whether the cotton was acquired by them from the Confederate Government or from Léon Queyrouze, or whether the consideration given by them for the cotton was cloth or money. The claimants were neutral French citizens and merchants. As such they had a perfect right to buy cotton from the Confederate Government with cloth or money. Léon Queyrouze was a Frenchman who had been naturalized as an American citizen, but was residing at Matamoros, Mexico, and engaged in business there at the time when the cotton in question was sold to him as principal, or as agent of G. A. Le More & Co. The non-intercourse act of the United States could not and did not apply to him, because that act could have no extraterritorial effect.

The 830 bales of cotton belonging to the claimants were sold on June 22, 1864, by the United States authorities for the sum of $350,726.46. (Record, pp. 113 and 288.) From this gross amount there was deducted the sum of $41,566 for "cost and expenses" (Record, p. 288), leaving as the net proceeds of the cotton, deposited in the United States Treasury, the sum of $309,160.46. This sum, with interest from June 22, 1864, the claimants are entitled to recover of the United States. The honor and good faith of the United States Government, in view of promises heretofore made by the State Department, imperatively demand the settlement of this claim.

ELISE LEBRET *v.* THE UNITED STATES, No. 173.

The case of Elise Lebret *v.* The United States, No. 173, involved questions that were exceptional in the history of the Commission. She set forth in her memorial that she was born at Metz, Department of Moselle, France, the 24th day of March, 1809; that her husband was an American citizen; that the United States forces, under the command of Major-General Banks, appropriated or destroyed property belonging to herself and her husband in community, of the value of $41,760; that she was the owner in her own right of one-half of the property so appropriated or destroyed, and that there was due to her as principal and interest the sum of $36,540.

Upon this statement of facts, as set forth, the counsel for the United States interposed a demurrer, upon the ground that it appeared on the

face of the memorial that the claimant was an American citizen at the time of the conclusion of the treaty under which the Commission was organized, as her nationality followed that of her husband.

Previous to the hearing upon the demurrer a large amount of testimony was introduced in behalf of the claimant, and the facts disclosed by that testimony were used by the counsel for the United States and by the counsel for the Republic of France in the briefs and arguments afterwards submitted to the Commission.

The counsel for the United States in his opening brief referred to section 1994 of the Revised Statutes of the United States, which provides that—

> Any woman who is now or may hereafter be married to a citizen of the United States, and who might herself be lawfully naturalized, shall become a citizen.

He also referred to the case of Kelly *v.* Owen (7 Wallace, 496), in which the Supreme Court of the United States construed the original statute of 1855 as conferring upon a married woman born in another country all the rights of a citizen whenever her husband had been naturalized under the laws of the United States.

The special counsel for the claimant admitted that by the law of the United States the memorialist was a citizen of the United States, but he contended in reply that the case should be governed by the law of France. In support of this position he quoted the 19th article of the Code Napoleon, which provides that "a French woman who marries a foreigner accepts the condition of her husband." Authorities were quoted and arguments submitted by him to support the position that this article of the French Code was to be so construed as to limit the situation of the wife in regard to nationality to the condition of her husband at the time of marriage, and it was claimed that any subsequent act of his, by which his own nationality was changed, could not affect her. It was admitted by the counsel for the claimant that the French authorities were divided upon the question at issue, some contending that upon the marriage of a French woman she was bound not only to accept the existing nationality of her husband, but also to accept any other nationality which he might subsequently assume. This opinion was held by Prudhon, Treatise on States and Persons, T. 1, pp. 126 and 452; Fœlix Droit International, T. 1, p. 93; Massie Droit Comm., T. 1, p. 111, No. 48; M. Verambon in "Revue Practique," T. 8, p. 50, *et seq.* In answer to the position taken by these authorities, the counsel for the claimant quoted the eminent jurist, Stoicesco, in his "Etudes de naturalization," p. 278. Stoicesco, in denying the broad construction given to Article 19 of the Code Napoleon, maintains the doctrine that—

> The change of nationality which operates on the state of the woman by her marriage with a man of different nationality takes place the moment she is married. This change is supposed to be effected through the consent of the woman, and the presumption is justifiable, because she knows the nationality of her future husband at the time of her marriage. She can then judge whether the change suits her; but it is impossible to give to her consent a larger comprehension. It is not probable that the woman would accept blindly in advance all the conditions which her husband might please to take upon himself.

Accepting this doctrine, the counsel for the claimant maintained that Elise Lebret had retained her citizenship in France. The counsel for the claimant contended, also, that by public law the wife followed the condition of her husband as to nationality by accepting the citizenship of her husband at the time of marriage. This view was supported by the case of Mrs. Preto, the wife of a subject of Spain, but who was the

daughter of Judge Griffith, a citizen of the United States and of the State of New Jersey. Upon the death of Mr. Preto, Mrs. Preto and her daughter returned to the United States and asserted a claim to citizenship here, notwithstanding Mrs. Preto's marriage to a Spanish subject Attorney-General Bates, in a letter to the Secretary of State, dated the 6th of August, 1862, sustained the claim of Mrs. Preto. Other authorities were cited in support of the same position.

In answer to the brief of the memorialist the counsel for the United States set forth the facts of record, which were subsequently assented to by the counsel for the French Republic, as follows:

1. That the memorialist, Elise Lebret, was born at Metz, Department of Moselle, France, the 24th day of March, 1809.
2. That she was married in the city of New Orleans, La., April 13, 1841, to Pierre Lebret.
3. That at the time of the marriage Pierre Lebret and Elise Lebret were both citizens or subjects of France.
4. That the said Pierre Lebret was naturalized and became a citizen of the United States in the year 1846.
5. That he died May 15, 1879.
6. That from the date of his marriage until his death he and his wife resided in the United States, and that the residence of the wife in the United States has continued to the present time.
7. That the said Elise Lebret protested against the act of her husband in becoming a citizen of the United States, and declared her intention to remain a French citizen.
8. That the said Elise Lebret, the 22d of January, 1872, appeared before the French consul at New Orleans, and made a declaration that she intended to preserve her nationality as a citizen of France, in conformity to the treaties between France and Germany of the 10th of May and the 11th of June, 1871.

The counsel for the United States contended that upon these facts the only question before the Commission was: Did Elise Lebret become a citizen of the United States by virtue of the citizenship of her husband? He assumed that the burden of proof was upon the claimant to show, beyond a reasonable doubt, that she was a citizen or subject of France. In the opening brief of the counsel for the United States it was claimed that by the laws of the United States the memorialist was a citizen of the United States. That point was conceded by the brief of the counsel for the claimant in reply. It was only necessary, therefore, to inquire whether the memorialist was at the same time a citizen of France. As there was no reference in the brief of the counsel for the claimant to any provision of the code of France which either asserted or denied citizenship to a French woman whose husband after marriage renounced his allegiance to France and became a citizen of another country, the counsel for the United States assumed that no such specific provision existed. As to article 12 of the Code Napoleon, which declares that a foreigner who marries a Frenchman accepts the condition of her husband, and article 19, which provides that a French woman who marries a foreigner accepts the condition of her husband, it was maintained by the counsel for the United States that it was the policy of the code to give unity to the family in the matter of citizenship, and to make the nationality of the husband supreme. He maintained, also, that by the authority of those provisions the nationality of the wife was subordinated to the nationality of the husband. He also claimed that if Mrs. Lebret did not become an American citizen by the naturalization of her husband, then the wives of all French immigrants to the United States who had become American citizens since marriage were yet citizens of France. Argument was offered by him for the purpose of setting forth the nature of the difficulties that would exist if the husband were of one nationality and the wife of another.

The circumstance that the French authorities were divided in opinion as to the effect of the two provisions of the code cited was referred to as sustaining the position that the law of France was not so well settled in support of the position taken by the counsel for the claimant as to justify the Commission in accepting his authorities on either side as conclusive. The counsel for the United States quoted the opinion of Chief-Justice Cockburn in his work on Nationality (p. 211), in which he considers the provisions of the Code Napoleon, and says:

Next as to the family of the party naturalized, and first as to the wife. Jurists are divided as to whether the wife should lose her former nationality when the husband changes his. Monsieur Fœlix asserts the affirmative. His learned editor, Monsieur Demongeat, citing several French jurists, maintains the reverse. The question, however, seems scarcely to admit of serious discussion. The identity of interest which exists between husband and wife, and which leads in the foreign law to the general rule—a rule which ought to be adopted in our own—that the nationality of the wife should follow that of the husband, must apply as much to a substituted nationality as to that of origin. The consent given by the wife on marriage to exchange her nationality for that of the husband may be taken as equally applying to any nationality which he may afterwards acquire in the place of the former one.

It was further contended by the counsel for the United States that the claimant had lost her French citizenship by long residence in the United States, and without the intention to return to France. Article 17 of the Code Napoleon provides that French citizenship shall be lost by domicile in a foreign country without intention of returning. The record showed that Mrs. Lebret was married in New Orleans in 1841; that her husband was naturalized and became an American citizen in 1846; that he remained in this country until his death, in 1879; that his wife continued to live with him during all that period; and that at the date of the treaty she was residing at West Feliciana, La., having been a continuous resident of the United States for more than forty years. Upon these facts it was claimed by the counsel for the United States that she was residing in the United States without the intention of returning to France. In conclusion, it was claimed by the counsel for the United States—

1. That the burden is upon the memorialist to prove beyond a reasonable doubt that she is a French citizen.
2. That by the naturalization of Pierre Lebret his wife became a citizen of the United States.
3. That the "Code Napoleon," and the views of commentators upon that code, do not justify the conclusion that she is a citizen of France.
4. That her continued residence in this country for forty years, and under circumstances justifying the conclusion that she had no intention of returning to France, has subjected her to the exclusion from French citizenship contemplated by Article XVII of the code.
5. That the true rule of construction is this: When the treaty pledges compensation by France to citizens of the United States, it refers to those persons only whose citizenship in the United States is not qualified or compromised by allegiance to France, and that when the treaty pledges compensation by the United States to citizens of France, reference is made to those persons only who are not only citizens of France, but who are also not included among the citizens of the United States.

It cannot be assumed of either Government that it intended to compensate persons whom it claims as its own citizens, and that through the agency of another Government.

In the oral argument made by Marquis de Chambrun, counsel for the Government of France, the doctrines set forth in the brief of the special counsel for the claimant were restated in part and indorsed in full. Referring to the authorities that were cited in the brief for the claimant, the counsel for the French Republic said that the French law had established as a rule that whenever a French woman married an alien she followed her husband's nationality; but that the French law had no-

where said that in case a French woman married a Frenchman, and her husband subsequently to marriage emigrated with or without her to a foreign country, and became naturalized there, the fact of his being so naturalized affected the nationality of his wife. He maintained, also, that the authorities were almost unanimous in support of the opinion that a woman so married, even when residing abroad with her husband, who was naturalized in that foreign country, retained her French nationality. He contended that this doctrine was upheld by two decisions, one of the court of Paris, and the other of the court of Douai of a later date. These cases were referred to in the brief. He cited as authorities Demolombe, and Merlin, the procureur-general to the Court of Cassation. The counsel for the French Republic maintained that difference of nationality between husband and wife did not destroy the unity of domicile created by the civil code of France. In support of this position he cited the treaty of Frankfort, between France and Germany, and claimed that under that treaty two nationalities might exist in the same family; that the husband, for example, could select French nationality, while the wife remained a German subject. In support of this view he also cited the case of Shanks *v.* Dupont (3 Pet., 248). In that case the Supreme Court of the United States said:

> It does not appear to us that her situation as a *feme covert* disabled her from a change of allegiance. British *femes corert*, residing here with their husbands at the time of our independence, and adhering to our side until the close of the war, have been always supposed to have become thereby American citizens, and to have been absolved from their antecedent British allegiance. The incapacities of *femes corert*, provided by the common law, apply to their civil rights, and are for their protection and interest. But they do not reach their political rights nor prevent their acquiring or losing a national character.

He also referred to the first of Cranch's Circuit Court Reports (p. 92), where a *feme covert* obtained letters of naturalization in the District of Columbia, her husband remaining an alien. The counsel of the French Republic cited also the language of Chief-Justice Cockburn, in his work on nationality before referred to, who says:

> Nothing short of actual naturalization, carried out by such formal and solemn acts as the law of the particular country may require, will have the effect of conferring, to all intents and purposes, a new nationality, and at the same time of destroying the old.

As to the position taken by the counsel for the United States, that the facts showed that Elise Lebret had no intention of returning to France, and that her citizenship in that country had been forfeited thereby, the counsel for the French Government maintained that the burden of proof was upon the United States to show that the claimant had no intention of returning to France; that the presumption was always in favor of the *esprit de retour*. He cited the decision of the court of Cassation of the year 1811, in which the declaration was made that the Frenchman is always presumed to retain the *animus revertendi* whatever length of time he had his residence abroad, and that this extended even to the case where the party was born on foreign soil of a French father, and when he may be presumed to have natural affection for that foreign land.

In conclusion, the counsel for the French Republic maintained these propositions:

> 1. Article 19 of the Code Napoleon declares that the French woman who marries a foreigner accepts the condition of her husband. But the *condition* is his nationality at the time of the marriage. No subsequent change of his nationality affects that of the wife unless she willingly joins in the act, or is naturalized separately. (Court of

appeals, Paris, June 21, 1818, S. 18, 2,358; Delmolombe, Zachariæ, 226, 228; Valette on Proudhom, Note A, volume 5, 126; Demongeat on Felix, T. 1, page 93; Merlin Repertoire, Stoicesco, page 278.)

2. By the laws of the United States an American woman marrying an alien remained an American woman; only her civil status was changed. (Shanks *v.* Dupont *et al.*, 3 Peters, 246; Opinion of Attorney-General Bates in the case of Mrs. Preto; Attorney-General Opinions, volume 10, page 321; Attorney-General Taft in Mary d'Ambrosia, *Ib.*, volume 15, 600.)

3. The act of Congress, February 10, 1855, made no alteration in the law that marriage of an American woman to a foreigner did not change her nationality. And, further, the principles of international law as established by the Mexican Claims Commission do not recognize changes of nationality by mere operation of law on the part of the country where the alien resides. (Anderson and Thompson *v.* Mexico, opinion of Dr. Lieber, umpire.)

4. The United States has never adhered to the general rule of the continental nations that the nationality of the wife follows the condition of the husband at the time of marriage.

But has only availed of that rule in the reception of new citizens, not admitting its force or effect as to its own citizens.

5. The rule of naturalization, in so far as it is public law and as it has been generally held and exercised by nearly all the continental nations of Europe, is that it must be actual, and by formal and solemn act. Nothing short of this will confer to all intents and purposes a new nationality, and at the same time destroy the old. Implied naturalization is not known or permitted. (Cockburn (p. 184), and the French authorities already quoted.)

The demurrer was sustained by the decision of all the commissioners, in a naked opinion, without argument or reasons. An opinion was given, however, by Monsieur de Geofroy, commissioner for France, who placed his assent upon the ground that the claimant had lived in the United States for more than forty years; that she had not indicated any disposition to return to France; that she and her husband had accumulated a large estate, which had enjoyed the protection of the Government of the United States; that she had not in any manner contributed to the interests of France, and that her attachment was too platonic to justify France in demanding compensation for the losses she had sustained.

The commissioner for the United States submitted an opinion, with authorities and arguments, in support of the position that Elise Lebret became an American citizen by the naturalization of her husband in 1846.

The opinion of the commissioner for France and the opinion of the commissioner on the part of the United States will be found in the Appendix, marked respectively C and D.

WILLIAM MEANS, EXECUTOR OF AUGUSTE LABROT, *v.* THE UNITED STATES, No. 272.

The memorial set forth that the said Labrot was in the year 1862 the owner of a tract of land in the county of Kenton, State of Kentucky, on the west bank of the Licking River, on which was standing a grove of locust trees. A portion of the army of the United States was encamped in the neighborhood under the command of General Lew Wallace. Upon the advice of an engineer, General Wallace ordered the destruction of the grove, for the purpose of giving free range to the guns in the defense of the position.

As the property was situated in a State which recognized the jurisdiction of the National Government, and as the destruction of the property was due to a specific order of the general in command and for the benefit of the public service, the liability of the Government to compensate the owner for the value of the property destroyed was admitted by the counsel for the United States.

It was contended by the special counsel for the claimant that the grove was of great value, as it added to the beauty of the landscape, and that the estate was injured to the amount of $6,000 by the destruction of the grove. The counsel for the United States contended that the value of the grove, which consisted of three acres of locust trees, represented to have been about 12 inches in diameter and 30 to 40 feet in height, could not have exceeded $400.

An award was made by the Commission in the sum of $1,500.

ISAAC TAYLOR *v.* THE REPUBLIC OF FRANCE, No. 1.

The claimant alleged in his memorial that on or about the 14th day of October, 1870, at the city and port of New York, in the State of New York, the commercial firm of Charles Luling & Co., shipped for account of the memorialist, on board a North German vessel called the Magdalene, 7,900 barrels of refined petroleum, measuring 374,590½ gallons, of the net value of $83,191.55 in gold of the United States. He further alleged that said vessel was bound for Bremen; that on the 15th day of October, 1870, the same was captured by a French cruiser named D'Estaing, and the vessel and cargo, including said quantity of petroleum, were carried into the port of Brest, where such proceedings were had in the prize court and upon appeal to the court of final jurisdiction as led to the condemnation of the property of the memorialist, and sale of the same by a decree of said courts, and the payment of the proceeds into the fund for the support of invalids of the French army.

Upon this statement of facts, the counsel for the French Government demurred to the memorial upon three grounds, namely: First, that there had been an adjudication of the subject-matter; second, that the memorial did not charge that there was any irregularity in the proceedings before the French courts, either in the first instance or on appeal; third, that the memorial failed to show that the Government of the United States had ever taken any action upon the protest addressed by the memorialist to the honorable Secretary of State of the United States, or deemed said protest worthy of being made the subject of diplomatic correspondence between the Government of the United States and the Government of the French Republic.

In the brief filed by the counsel for the French Republic in support of the demurrer, he said:

> The convention of January 15, 1881, contains the following provision:
>
> "The said Commission * * * shall be competent and obliged to decide upon all claims of the aforesaid character, * * * except such as have been already diplomatically, judicially, or otherwise by competent authorities heretofore disposed of by either Government."
>
> The jurisdiction of the prize court and of the council of State of the French Republic as an appellate court, over captures made on the high seas, is admitted by claimant. "The French prize court condemned the property and ordered the same to be sold as aforesaid, and the French appellate court affirmed the same."
>
> The undersigned submits that the jurisdiction of the Council of State being thus admitted by claimant—it being also admitted by him that the said Council of State had appellate jurisdiction—this claim is excluded from the jurisdiction of this honorable Commission.

It was further agreed by the counsel for the French Government that the neglect of the Government of the United States to call the attention of the Government of France to the claim constituted such laches as justified the Commission in refusing to take jurisdiction of the case.

The special counsel for Taylor prepared a brief in which the position was taken that the adjudication of the prize courts in France did not

dispose of the claim, but, on the other hand, that the action of those courts created the claim.

In addition to the brief submitted by the special counsel, the counsel for the United States prepared the following brief, which was submitted to the Secretary of State:

WASHINGTON, *December* 9, 1881.

There is but one single alternative question raised by the memorial and demurrer in this case, namely: Did the decision of the Council of State of the French Government, affirming the capture of the property of the memorialist, dispose of the claim against the Government of France, or did it create a claim against that Government?

That portion of the treaty (Art. I) which describes and specifies the character of claimants who may prosecute claims before this Commission, and the nature of the claims which may be presented, provides that they must be claims either upon the Government of the United States or claims upon the Government of France, and that claims upon the Government of France can only be presented and prosecuted by corporations, companies, or private individuals, citizens of the United States. It is not denied that the memorialist is a citizen of the United States, and the essential questions are, is the claim against the Government of France, and, if so, when did it arise?

It is settled by a long line of authorities, many of which are cited in the brief prepared by the special counsel for the claimant in this case—and the counsel for the United States is not aware of any authority to the contrary—that in a prize court the claimants who appear as against the captors make no claim whatever against the Government represented by the captors, nor can any such claim exist, inasmuch as the Government represented by the captors does not appropriate the property until the judgment of the prize court is rendered. The proceeding is *in rem* and upon the allegation by the captors that the thing taken is properly prize of war.

The claim made by the claimant before the prize court is that he is the lawful owner of the property, and that the thing captured is not prize of war. When the decision of the prize court is in favor of the Government and against the claimant, as in this case, and when the claimant has made his appeal to the highest judicial tribunal of the country in which the prize court is established, and has prosecuted that appeal to a final determination, and a decree is made or affirmed that the property so taken is lawful prize of war, the property is then either specifically or by conversion appropriated by the Government; and the claim, if it has been unlawfully so appropriated, is against the Government making the appropriation.

In the case at bar the decree was either made or affirmed by the Council of State of the French Government, to which an appeal was properly made, that council having appellate and final jurisdiction of the case. There can be no question that that body was of the civil authorities of France; that a decree was either made or affirmed by which certain property claimed by this memorialist was taken from the possession of those to whom he had entrusted it, and appropriated by the Government of France to its own use. When that appropriation was made the claim arose. Whether this claim is well founded or not, is a question upon which this Commission is not now called to pass.

At this stage of the proceedings, Mr. Outrey, representing the Republic of France at Washington, addressed a letter to the Secretary of State of the United States, in which he called attention to the case of Isaac Taylor and the position it then occupied before the French and American Claims Commission. In that letter he says:

This case having been decided in France by the prize court, and afterwards, on appeal, by the Council of State, the agent of the French Government before the Commission has invoked the stipulations of Article II of the Convention of January 15, 1880, requesting the agent of the United States Government to withdraw it before action in the case is taken by the Commission.

His letter contained an argument in support of the position taken by the counsel for the French Republic. This letter was dated November 18, 1881.

The briefs in the case were submitted by the counsel for the United States to the Secretary of State. Under date of December 17, 1881, the Secretary of State, Hon. James G. Blaine, made a reply to Mr. Outrey, in which he said:

Referring to your note of the 18th ultimo, in relation to the case of Isaac Taylor, a citizen of the United *States, which was presented* to the American and French Claims

Commission in February last, and to the several conversations which we have had upon the subject, I have the honor to state that, after such consideration as I have been able to give to the question, I have reached the conclusion that that claim, because of the antecedent proceedings by the competent authorities of France, of which it has been the subject, is not properly within the cognizance of the Mixed Commission established under the provisions of the Convention of the 15th of January, 1880, between the two Republics.

In accordance, therefore, with this determination, the agent and counsel on the part of the United States will be instructed to withdraw the claim of Mr. Isaac Taylor from the further consideration of the Commission.

The letter of the Secretary of State proceeded to say that he did not doubt that the French Government, animated by a like disposition, would pursue a similar course with regard to any claims presented for the consideration of the Commission on behalf of citizens of France against the United States which should be found to have already been inquired into and decided either diplomatically, judicially, or otherwise by the competent authorities of the United States.

In accordance with this arrangement, the counsel for the United States was subsequently instructed to withdraw the claim of Isaac Taylor *v.* The Republic of France, and certain claims against the United States which rested upon a corresponding state of facts were withdrawn by the agent for the French Government. Those cases are enumerated in that part of the report which relates to the claim of G. A. Le More & Co. *vs.* The United States, No. 211.

WILLIAM C. TRIPLER *v.* THE FRENCH REPUBLIC, No. 4.

THOMAS MASSON *v.* THE FRENCH REPUBLIC, No. 15.

These memorialists set forth in their memorials that in the year 1863, while they were in partnership, and residing temporarily at the city of Acapulco, in the Republic of Mexico, they became the owners by purchase of a steamship called the Anahuac, and a schooner called the Teresa, both of which vessels were employed by them in the transaction of their business as merchants. The evidence disclosed the fact that, although the purchase money was paid by Tripler and Masson, the conveyance was made to a Mexican named Barrera. The reason given by Barrera in explanation of the arrangement was that Masson and Tripler, being American citizens, could not own a vessel and carry on the coasting trade under the flag of Mexico. In the month of February, 1864, these vessels left Acapulco for Puerto Angel, in the Republic of Mexico, where the cargo was delivered and a return cargo was taken on board. Upon the return of the vessels from Puerto Angel, the Anahuac was boarded by an officer from a French man of war, the Le Rhin. Shortly afterwards two large launches from a French frigate called the Pallas were sent, and the men and officers from the launches took possession of the two vessels. The vessels making the seizure were a part of the blockading squadron which was then engaged in support of what was called the "Imperial party" in Mexico, under the lead of Maximilian, in opposition to what was known as the "Republican Government," or "Liberal Government" in that country. The Anahuac was used as a dispatch-boat for a time, and the evidence showed that there were proceedings by which the vessel and cargo were declared to be a prize of war by a local prize court, but that when the case was brought before the imperial council of prizes it was decreed that the vessel should be restored to the owners. That action was in conformity to a decree of the 29th of March, 1865, in which it was

provided that restoration should be made in all cases where the vessels and cargoes had not been "definitively condemned." The proceeds of the cargo when sold were deposited to the credit of whomsoever it might concern in the Caisse des Dépôts et Consignations at Paris. It appeared from the evidence that the vessel was never restored, the reason given being that it was not practicable to find the owners.

The majority of the Commission, Baron de Arinos and Mr. Lefaivre, *made an award in each case*, in the terms following:

WASHINGTON, *March* 26, 1884.

The cargo of the Anahuac was sold by the French authorities, and the proceeds of the sale, amounting to 6,829.57 francs, were deposited with the "Caisse des Invalides de la Marine" of France. The court of prizes of France decreed restoration of said cargo, or of its proceeds, to its owner.

We award that the French Government shall pay a sum equal to one-half of said proceeds deposited with the "Caisse des Invalides de la Marine" of France, amounting to 3,414.78½ francs to the claimant, as owner of one-half of the cargo of the Anahuac, with interest at the rate of 5 per cent. per annum from April 1, A. D. 1864. And when said award shall have been paid by the Government of the French Republic to the Government of the United States of America, the French Government shall be subrogated to the rights of the claimant to the said one-half of the sum of 6,829.57 francs deposited as aforesaid, with accruing interest.

The rest of the claim is disallowed.

Mr. Commissioner Aldis added the following:

While I assent to the above allowance, I must respectfully express the opinion that the further sum of $4,888 ought to be allowed for the Mexican dollars which I think were taken by the French military authorities.

THE ARIZONA MINING CO. *v.* THE REPUBLIC OF FRANCE, NO. 13.

GEORGE GOODRUM *v.* THE REPUBLIC OF FRANCE, NO. 16.

W. W. WILLUSTUN AND W. J. DUTTON, EXECUTORS OF THE ESTATE OF CORY WILLUSTUN, *v.* THE REPUBLIC OF FRANCE, NO. 17.

These claims all rest upon one state of facts. A certain schooner, called the William L. Richardson, was the property of Cory Willustun, deceased, and George Goodrum. The Richardson was an American ship, the owners were American citizens, and the vessel was duly registered at the custom-house of San Francisco. On or about the 11th day of October, 1864, the vessel cleared from the port of San Francisco under command of Goodrum, destined for La Paz, on the Colorado River, in the Territory of Arizona. The Arizona Mining Co., a corporation existing under the laws of the State of New York, was engaged in mining in Arizona and for the purpose, as was alleged, of prosecuting its business, the company shipped 100 kegs of powder on board the William L. Richardson. When the William L. Richardson was in the Gulf of California and near the port of La Paz, in Mexico, she was brought to by shots from the French war steamer called the Diamant, and boarded. The French naval officer who had charge of the boarding-party demanded the vessel's papers. These were delivered under protest, and the schooner was taken in tow to a point about eight miles distant from La Paz, where the hatches were opened and the powder seized and taken possession of by the authority of the officer in command of the Diamant. The claims of Goodrum and Willustun, Nos. 16 and 17, covered the freight on the powder, damages for the detention of the William L. Richardson for the period of ten days, and further damages for the breaking up of their freighting line on the Colorado River, amounting in all to $10,000. The Arizona Mining Company claimed compensation for the value of the powder taken

by the steamer Diamant, and for the injury to the business of the company in consequence of the loss. At the time of the seizure the coast of the Gulf of California was guarded by French cruisers, although no formal blockade of the ports of Mexico had been declared. It appeared that an order had been given by the French authorities to the French consul at San Francisco not to certify an invoice of powder to any port in Mexico. The seizure of the vessel and the appropriation of the powder were justified by the counsel for the French Republic upon the ground that the presence of the William L. Richardson so near the western shores of the Gulf of California, and near the port of La Paz, in Mexico, warranted the conclusion that the powder was destined for a Mexican port.

The bill of lading and the testimony introduced showed that the powder was blasting powder, and it was contended on the part of the counsel for the United States that the vessel, in hugging the western coast of the Gulf of California, was on a direct line to the mouth of the Colorado River. It was claimed by the counsel for the Republic of France that the powder had been condemned by a French tribunal as prize of war. Evidence of the condemnation was not produced, but a certificate was furnished, made by the minister of the navy and of the colonies, that 100 kegs of powder were captured on board the ship Richardson by the French *aviso* the Diamant, of the naval division of the Pacific Ocean; that the seizure of that powder, regarded as contraband of war, had been held to be valid by the council of prizes; that its value, amounting to 1,303.70 francs had been the subject consequently of distribution among the captors, and that the production of a copy of said judgment was not possible, the archives of the council of prizes having been burned in 1871. Upon this certificate it was contended on the part of the counsel for the French Government that as to the powder the claim was barred by the second article of the treaty under the interpretation which had been given to it by the diplomatic representatives of the two Governments. It was further claimed by the counsel for the French Government that the decision of the case by the imperial council of prizes was final; that its decision that the powder was contraband of war affected the vessel; that the claims of Goodrum and Willustun should be rejected for the reason that the ship was engaged in transporting goods contraband of war, and that consequently no claim for detention for the purpose of searching the vessel and taking therefrom such goods could be maintained.

It was said by the counsel for the United States, in reply:

By the treaty of 1853 between Mexico and the United States the United States was entitled to the free navigation of the Gulf of California for the purpose of availing itself of the river Colorado, which is wholly within our jurisdiction. The Richardson sailed from San Francisco, as it appears from the record, without knowledge that a blockade had been declared. She was sailing at the time of the arrest in waters to which we had free access by the treaty, and that right of access was not disturbed by the circumstance that France had engaged in war with Mexico. Those waters remained free to us for all our purposes. If war existed, and a blockade had been declared, then, of course, we had no right to run the blockade. If this vessel had been engaged in running the blockade, she was subject to seizure. But the mere fact that she was using the waters of the United States—this vessel being a vessel of the United States—gave her an absolute right to be where she was. She was precisely in the situation in which a vessel clearing from Halifax, in Nova Scotia, and bound to the Bermuda Islands, which were British possessions, would have been during our war with reference to the blockade on our coast. It would not have been competent for one of our blockading vessels to have seized a British ship when thus on her way by the ordinary course, or out of her way by stress of storm. The seizing vessel must know, before laying hands on a neutral ship, or even ordering her to heave to, that she was out of her proper course by her own motion, and that the diversion from the proper course must have been of such a nature as to show that she was intending to run the blockade. *Otherwise the* assaulting party is culpable, and otherwise there would be no freedom

of the sea. The Richardson was moving towards the mouth of the Colorado River by the direct line, as may be seen by the map. She was hugging the coast, to be sure, the western coast of the Gulf of California; but that was the line of direct movement towards the mouth of the Colorado River. The idea that she should have taken the middle of the Gulf, or the eastern shore, is absurd, as the western coast was the nearer way, and she had a right to use it. I say further that even if there was evidence that she intended to land at La Paz, in Mexico, the most that could have been done by a blockading vessel was to intercept her and give her notice that she could not enter a port of Mexico. That is what the Diamant was bound to do. She had no right to board the Richardson. The Richardson was equipped with clean papers, and bound from San Francisco to a port on the Colorado River. She was in waters which, by treaty, we had a right to use. Therefore the French vessel had no right, even if the master had absolute knowledge that the Richardson intended to enter La Paz, in Mexico, to do anything more than to notify her of the blockade. Therefore the French vessel was in fault altogether. That fact established carries with it the whole of this case.

* * * * * * *

We were upon a water on which we had a right to sail our ships, and upon two grounds—first, that it was an open sea; secondly, if it was not an open sea, it was water within the jurisdiction of Mexico, and if it was within the jurisdiction of Mexico, that we had a right to sail upon it by virtue of the treaty of 1853. Therefore we had a right to be upon that water at that particular time, unmolested by any government on the face of the earth. If Mexico and France were at war, the only limitation upon that right would be the right of France to enforce against us the rules of war in reference to blockade. All that the Diamant had a right to do was to warn us off if she thought we were bound to a port of Mexico with articles contraband of war, or to aid the belligerent.

By the action of a majority of the Commission, Baron de Arinos and Mr. Lefaivre, these cases were all dismissed for want of jurisdiction. Mr. Commissioner Aldis dissented from the decision of the majority, and reserved the right to file an opinion. That right has not been exercised by the commissioner. It is understood that a majority of the commission accepted the certificate of the minister of the navy and of the colonies as satisfactory proof that the case had been judicially disposed of, conformably to the diplomatic agreement between the two governments.

WILLIAM OGDEN GILES *v.* THE REPUBLIC OF FRANCE, No. 12.

The claimant, an American citizen, was the owner of a factory, situated at Pantin, between the walls and the outer fortifications of the city of Paris. The factory was erected in 1869 for the purpose of carrying on the business of preserving wood for railroad ties. In 1870, and during the seige of Paris by the Germans, the factory with its contents was destroyed, for which the memorialist claimed compensation in the sum of 52,722.80 francs. The evidence tended to show, and the facts were in substance admitted by the counsel for the French Republic, that during the seige of Paris the property of Giles so situated was injured and portions of it taken by franc-tireurs, the guard-nationale, and marauders. Following the partial destruction of the property an order was gived by General Trochu for the evacuation of what was called the "zone militaire," in which the factory of said Giles was situated. This order was dated the 8th day of September, 1870. The 10th day of September, two days afterwards, the "Moniteur Universal" announced the destruction of the buildings in the "zone militaire" by fire as a measure very expedient.

It was claimed by the counsel for the Republic of France that the military zone around Paris is limited by the law of 1821 to 150 meters, and therefore Giles's buildings, that were at a distance of 450 meters, could not be included; beside, the report of the chief of the engineers showed that no property was destroyed in that vicinity.

It was also claimed by the counsel for the French Republic that the acts complained of, if committed, were the unauthorized acts of soldiers and marauders; that no authority had been given by any civil or military officer of the French Government; that by the terms of the treaty and the decisions of the Commission the Government was not responsible therefor; and that, as to the order of General Trochu, it did not direct the destruction of the works, but merely the abandonment of the buildings within the "zone militaire." The destruction of them subsequently, whether for the purpose of destroying buildings that might be used by the German army as shelter and protection, or destroyed by the German army in its attack upon Paris, did not impose upon the French Government any liability.

The claim was disallowed by a majority of the Commission, consisting of Baron de Arinos, and Mr. Lefaivre. The commissioner on the part of the United States dissented from the opinion of the majority, and said:

It fully appears that the building of the claimant was torn down and used for fuel by the national guards, franc-tireurs, and marauders. The injury by marauders I do not think ought to be allowed, but that done by the national guards and franc-tireurs I think ought to be allowed.

WILLIAM H. FREAR *v.* THE REPUBLIC OF FRANCE, No. 9.

The claim of the memorialist, amounting to $891,933, originated in contracts made by him with the Government of France during the Franco-German war.

The case was an important one, but the questions involved and passed upon by the Commission will not probably be cited as precedents hereafter, and I have therefore not thought it important to review the testimony or the arguments.

The claim was disallowed by the unanimous opinion of the Commission, and their opinion contains a statement of the nature of the claims and the points raised by counsel in the course of the discussion. It is as follows:

The record in this case, with the briefs and printed arguments, contain about 1,800 pages. The evidence is conflicting. The questions of fact and of law are many and difficult. We have endeavored to examine the case carefully and thoroughly.

It is impossible for us to set forth in detail our views as to the evidence and the facts proved. All we can do is to indicate briefly our decisions and the reasons of them.

The claim consists—

1st. Of four items for potatoes, contracted to be delivered by one Chevannes to the French Government in Paris, within eight days following the raising of the siege of Paris.

Chevannes assigned the contract to claimant, and he claims that he delivered the potatoes in Paris according to contract. Two of the items are for interest.

The French Government claims that the potatoes were not delivered according to the contract, and that when delivered they were seized by the Commune, then in insurrection against the Government.

When was the siege of Pairs raised?

There was no official announcement of the raising of the siege. The armistice was signed on the 28th of January, 1871. By the terms of the armistice the Prussian authorities agreed to give all possible facilities to the French Government and its agents to bring provisions into Paris.

On the 31st January, the French minister of foreign affairs directed the French chargé in London to send provisions by Dieppe, "Dieppe being chosen because it is connected with Paris by railroad lines which have not been devastated."

On the 2d of February the French Government gave public notice that all merchandise necessary for food could be safely brought into Paris, and that the Government renounced all right to requisitions.

On February 3 trains of provisions from Dieppe were brought into Paris. On the

4th and 5th of February 227 car-loads of provisions arrived at Paris; and from that time on the revictualing of Paris proceeded with great activity, and without obstruction by the Prussians. For all practical purposes as to the delivery of provisions in Paris the siege was raised by (at the latest) the 6th day of February.

The claimant says that he delivered the potatoes at the railway station in Paris by the 16th of March; that is, not within eight days after the raising of the siege, but only within thirty-eight days after.

This was not performance of the contract. Clearly the French Government was not bound to receive the potatoes.

It is true that many questions as to the terms on which peace might be made were still under discussion, and till these were settled the Prussian forces were not withdrawn; but as to the revictualling of Paris, the siege was raised.

Item 5 is for 112,808 francs due on the contract for provisions delivered March 10, 1871.

Mr. Frear claims that he delivered, and the French authorities received, provisions to the value of 2,765,382 francs, and paid him only a sum less than that amount by 112,808 francs.

But the French authorities claimed that there was a deficiency in the quantity and quality of the provisions delivered, amounting to 226,000 francs; so that, according to their claim, they had overpaid him.

This dispute was finally settled by one Harouel, acting on behalf of Frear. He allowed 70,000 francs for the alleged deficiency, and the French authorities paid him the balance. Mr. Frear claims that Harouel was not authorized to make such a compromise. We think he was so authorized, and that that settlement is binding on the claimant.

With the disallowance of the fifth item, the sixth, seventh, and eighth items for interest, and the ninth for loss of profits on the balance of the contract, are also disallowed.

Mr. Frear had become bankrupt, and the "oppositions" of his creditors, by which the money coming from the Government had been attached, and so the payment of it either to him or his creditors was delayed, cannot be made chargeable to the Government.

So, too, we think item 9, for loss of profits, is not chargeable to the Government, for, in reality, he had not performed his contract in delivering the provisions within the time specified; and the acceptance of the amounts delivered by the French authorities was upon the basis of compromise that no further claims under that contract should be made.

Lariviere had an assignment of the contract, and was fully authorized to make the compromise. Item 10 is disallowed with item 9. Item 11 is for the loss of profits on the contract for cartridges.

On December 1, 1870, Mr. Frear made a contract with the French Government to supply them with twenty millions of cartridges, which, after being submitted to a test, if satisfactory, were to be forwarded to the director of artillery at Cherbourg at the rate of one million for the week beginning December 16th and two millions for each week thereafter, and all to be delivered by February 28, at the latest. The dates for delivery were to be strictly kept.

It is plain that delivery at the times fixed was of the essence of the contract. This is obvious both from the terms of the contract and from the nature of the case.

So far from complying with the terms of the contract, Lariviere, to whom Frear had assigned the contract, and Cannot, the manufacturer, had delivered only 1,584,000 cartridges, as he claims, on the 30th January. At that time 11,000,000 should have been delivered. In point of fact the 1,584,000 were not delivered on the 30th January, though the French agent had given the required certificate. They were not delivered till the 1st of March, when the whole twenty millions were due.

Various excuses and pretenses for not delivering according to the contract are set up, but we think none of them satisfactory or sufficient. The French authorities were fully justified in annulling the contract and refusing to receive any more. They did receive 2,586,658 cartridges, and paid for them 393,172.08 francs.

This item is disallowed.

Item 13. Damages for defamation of claimant's character by the French Government.

Article I of the Convention gives us jurisdiction of claims "arising out of acts committed against the persons or property of citizens of the United States by the French civil or military authorities upon the high seas or within the territory of France," &c.

Neither Government intended to include slander and libel among the "acts committed against the persons or property of citizens."

We do not deem it necessary to dwell upon this point.

S. L. M. BARLOW, ASSIGNEE, AND A. B. STEINBERGER, ASSIGNEE, *v.* THE REPUBLIC OF FRANCE, No. 18.

This claim also originated in contracts made with the French Government by the persons represented by the memorialists, and during the Franco-German war. In this case the testimony was voluminous, but the controversy was for the most part upon questions of fact, which are briefly but fairly stated in the opinion of the Commission by which the claim was disallowed. That opinion is in these words:

WASHINGTON, *March* 26, 1884.

The contract of November 28, 1870, entered into by and between the Government of France and Messrs. Valentine, Billings & St. Laurent for the supply of a large amount of war material, was executed at a time when the French Government was in a great and urgent need of arms and ammunition for the prosecution of its war against Germany. By that contract a very short time was allowed to the contractors within which the material was to be furnished; and that fact shows that both parties understood that time was to be considered of the essence of the contract.

One of the conditions of the contract was that the contractors should make at New York a large money deposit as security for their performance of their part of the undertaking. These contractors, being unable to make such a deposit, it was agreed between them and the French Government that a penal bond of Mr. C. K. Garrison, in the sum of 1,000,000 francs, should be substituted for the money deposit originally required by the contract, and the bond was furnished on the 21st of January, 1871, by said Garrison to the agents of the French Government. That Government assumed no contract relations with Mr. Garrison, and knew him in no other light than that of a surety or guarantor of the contract of Valentine, Billings & St. Laurent.

On the 11th of February, 1871, the French Government, in view of the failure of the contractors to dispatch from New York the war material that it had contracted for on November 28, 1870, on the condition that it should be shipped within eighteen days from the beginning of the inspection of the material by its agents, instructed its agents in the United States to cease inspecting the material, and thus abrogated the contract.

All of the parties interested in said contract with the French Government thereupon appointed Mr. S. L. M. Barlow their trustee and agent to obtain a settlement from that Government of the claim which they conceived themselves to have for the improper abrogation of the contract.

One step in the prosecution of the claim was the institution, at London, of a suit to enjoin the agents of the French Government in that city from paying out a sum of 6,000,000 francs, which had been deposited with them to meet anticipated drafts to be drawn against shipments of the war material. A preliminary injunction was granted by the chancery court of England.

On June 7, 1871, Valentine, claiming to represent himself and Billings and St. Laurent, made with the French Government a new contract for the supply of part of the war material that had been contracted for on November 28, 1870. One of the conditions of this new contract was that the old contract should be considered as annulled. Another condition was that the injunction suit at London should be discontinued. This latter condition was promptly complied with. The correspondence between Mr. Barlow, trustee, and agent of the original contractors of A. B. Steinberger, assignee, and of the surety, C. K. Garrison, and Mr. J. P. Benjamin, his counsel at London, and the evidence of Barlow in the suit of Howes and Crowel *vs.* Garrison, which is found in the record, show that it was with the knowledge and consent of Mr. Barlow, the trustee and authorized agent, and therefore of his principals, that said injunction suit was withdrawn.

The new contract of June 7, 1871, was carried out by the contractors and the French Government. Garrison furnished the war material which he had purchased, and provided for the execution of the original contract; drafts were drawn by the contractors upon the agents of the French Government in payment for said material; the proceeds of the drafts went into the hands of Barlow, the agent of the contractors; Garrison received more than he had expended in the purchase of the war material that was duly inspected or disbursed in the way of incidental expenses; the purposes of the compromise contract of June 7, 1871, were fully accomplished, and the French Government was relieved of all liability, if any had existed, to indemnify the original contractors for the abrogation, on February 13, 1871, of the contract of November 28, 1870.

CONCLUSION.

At it was the purpose of the contracting parties to compensate citizens of the United States for losses sustained and injuries suffered at the hands of the authorities of France, as specified in the treaty, and to compensate citizens of France for like losses and injuries sustained and suffered by the acts of the authorities of the United States, I have not felt called upon to contest claims that seemed to be just, nor to raise questions of law that I did not think were warranted by the practice of nations or authorized by the terms of the treaty. In several cases I admitted the liability of the United States. In a majority of instances involving questions of jurisdiction the positions taken by me were sustained by the Commission. It happened in a small number of cases that the positions so taken in the defense of claims against the United States and sustained by the Commission were not in harmony with the opinions of the private counsel of claimants against France whose claims rested upon a corresponding state of facts.

In those cases I could neither make nor adopt arguments that were inconsistent with my own opinions and antagonistic to the decisions of the Commission. I could only contend for uniformity.

I trust that it is not out of place for me to say that from the organization of the Commission to the day of its dissolution the good offices of the Department of State were rendered constantly to those who represented the Government before the Commission. If in the prosecution of the business a reasonable degree of success has been attained, credit is due to the assistant counsel, and to Mr. Peddrick, the secretary of the Commission on the part of the United States.

With great respect, your most obedient servant,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

EXHIBIT A.

Convention between the United States of America and the French Republic for the settlement of certain claims of the citizens of either country against the other.

[Concluded January 15, 1880; ratification advised by the Senate March 29, 1880; ratified by the President of the United States April 3, 1880; ratified by the President of the French Republic June 9, 1880; ratifications exchanged at Washington June 23, 1880; proclaimed, June 25, 1880.]

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Whereas, a Convention between the United States of America and the French Republic, for the settlement of certain claims of the citizens of either country against the other, was concluded and signed by their respective plenipotentiaries, at the city of Washington, on the fifteenth day of January, in the year one thousand eight hundred and eighty, which Convention is word for word as follows:

Convention between the United States of America and the French Republic, for the settlement of certain claims of the citizens of either country against the other.

The United States of America and the French Republic, animated by the desire to settle and adjust amicably the claims made by the citizens of either country

Convention entre les États-Unis d'Amérique et la République Française, pour le réglement de certaines réclamations des citoyens de chacun des deux pays contre l'autre.

Les États-Unis d'Amérique et la République Française, animés du désir de régler par un arrangement amical les réclamations éleveés par les citoyens de chacun

against the government of the other, growing out of acts committed by the civil or military authorities of either country as hereinafter defined, during a state of war or insurrection, under the circumstances hereinafter specified, have agreed to make arrangements for that purpose, by means of a Convention, and have named as their Plenipotentiaries to confer and agree thereupon, as follows:

The President of the United States, William Maxwell Evarts, Secretary of State of the United States, and the President of the French Republic, Georges Maxime Outrey, Envoy Extraordinary and Minister Plenipotentiary of France at Washington, Commander of the National Order of the Legion of Honor, &c., &c., &c.;

Who, after having communicated to each other their respective full powers, found in good and form, have agreed upon the following articles:

Article I.

All claims on the part of corporations, companies, or private individuals, citizens of the United States, upon the Government of France, arising out of acts committed against the persons or property of citizens of the United States not in the service of the enemies of France, or voluntarily giving aid and comfort to the same, by the French civil or military authorities, upon the high seas or within the territory of France, its colonies and dependencies, during the late war between France and Mexico, or during the war of 1870–'71 between France and Germany and the subsequent civil disturbances known as the "Insurrection of the Commune"; and on the other hand, all claims on the part of corporations, companies or private individuals, citizens of France, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of France not in the service of the enemies of the United States, or voluntarily giving aid and comfort to the same, by the civil or military authorities of the Government of the United States, upon the high seas or within the territorial jurisdiction of the United States, during the period comprised between the thirteenth day of April, eighteen hundred and sixty-one, and the twentieth day of August, eighteen hundred and sixty-six, shall be referred to three Commissioners, one of whom shall be named by the President of the United States, and one by the French Government, and the third by His Majesty the Emperor of Brazil.

Article II.

The said Commission, thus constituted, shall be competent and obliged to examine and decide upon all claims of the afore-

des deux pays contre le Gouvernement de l'autre et résultant d'actes commis pendant un état de guerre ou d'insurrection par les autorités civiles ou militaires de l'un ou l'autre pays dans les circonstances spécifiées ci après, ont résolu de prendre des mesures à cet effet au moyen d'une Convention, et ont désigné comme leur Plénipotentiaires pour conférer et établir un accord, savoir:

Le Président des États-Unis, William Maxwell Evarts, Secrétaire d'État des États-Unis, et le Président de la République Française, Georges Maxime Outrey, Envoyé Extraordinaire et Ministre Plénipotentiaire de France à Washington, Commandeur de l'Ordre National de la Légion d'Honneur, &c., &c., &c.;

Lesquels, après s'être communiqué leurs pleins pouvoirs respectifs et les avoir trouvés en bonne et due forme, sont convenus des articles suivants:

Article I.

Toutes les réclamations élevées par des corporations, des compagnies, ou de simples particuliers, citoyens des États-Unis, contre le Gouvernement Français et résultant d'actes commis en haute mer ou sur le territoire de la France, de ses colonies et dépendances, pendant la dernière guerre entre la France et le Mexique ou pendant celle de 1870–'71 entre la France et l'Allemagne et pendant les troubles civils subséquents connus sous le nom d' "Insurrection de la Commune", par les autorités civiles ou militaires françaises au préjudice des personnes ou de la propriété de citoyens des États-Unis, non au service des ennemis de la France et qui ne leur ont prêté volontairement ni aide ni assistance; et, d'autre part, toutes les réclamations élevées par des corporations, des compagnies ou de simples particuliers, citoyens français, contre le Gouvernement des États-Unis et fondés sur des actes commis en haute mer ou sur le territoire des États-Unis pendant la période comprise entre le 13 avril 1861 et le 20 août 1866 par les autorités civiles ou militaires du Gouvernement des États-Unis au préjudice des personnes ou de la propriété de citoyens français, non au service des ennemis du Gouvernement des États-Unis et qui ne leur ont prêté volontairement ni aide ni assistance, seront soumises à trois Commissaires dont un sera nommé par le Président des États-Unis, un autre par le Gouvernement Français et le troisième par Sa Majesté l'Empereur du Brésil.

Article II.

Ladite Commission ainsi constituée aura compétence et devra statuer sur toute les réclamations ayant le caractère ci-dessus

said character, presented to them by the citizens of either country, except such as have been already diplomatically, judicially or otherwise by competent authorities, heretofore disposed of by either government; but no claim or item of damage or injury based upon the emancipation or loss of slaves shall be entertained by the said Commission.

indiqué, présentées par les citoyens de chacun des deux pays, sauf sur celles que l'un ou l'autre gouvernement aura déjà fait régler diplomatiquement, judiciairement ou autrement par des autorités compétentes; mais aucune réclamation ni article de tort ou dommage fondés sur la perte ou l'émancipation d'esclaves ne seront examinés par ladite Commission.

ARTICLE III.

In case of the death, prolonged absence, or incapacity to serve of one of the said Commissioners, or in the event of one Commissioner omitting, or declining, or ceasing to act as such, then the President of the United States, or the Government of France, or His Majesty the Emperor of Brazil, as the case may be, shall forthwith proceed to fill the vacancy so occasioned by naming another Commissioner within three months from the date of the occurrence of the vacancy.

ARTICLE III.

Dans le cas de mort, d'absence prolongée, d'incapacité de servir de l'un desdits Commissaires, ou dans le cas où l'un desdits Commissaires négligerait, refuserait ou cesserait de remplir ses fonctions, le Président des États-Unis ou le Gouvernement Français ou Sa Majesté l'Empereur du Brésil, suivant le cas, devra remplir la vacance ainsi occasionne en nommant un nouveau Commissaire dans les trois mois à dater du jour où la vacance se sera produite.

ARTICLE IV.

The Commissioners named as hereinbefore provided shall meet in the city of Washington at the earliest convenient time within six months after the exchange of the ratifications of this Convention, and shall, as their first act in so meeting, make and subscribe a solemn declaration that they will impartially and carefully examine and decide, to the best of their judgment and according to public law, justice and equity, without fear, favor or affection, all claims within the description and true meaning of Articles I. and II., which shall be laid before them on the part of the Governments of the United States and of France respectively; and such declaration shall be entered on the record of their proceedings: Provided, however, that the concurring judgment of any two Commissioners shall be adequate for every intermediate decision arising in the execution of their duty and for every final award.

ARTICLE IV.

Les Commissaires nommés conformém nt aux dispositions précédentes se réuniront dans la ville de Washington, aussitôt qu'il leur sera possible, dans les six mois qui suivront l'échange des ratifications de cette convention et leur premier acte, aussitôt après leur réunion, sera de faire et de signer une déclaration solennelle qu'ils examineront et décideront avec soin et impartialité, au mieux de leur jugement, conformément au droit public, à la justice et à l'équité, sans crainte, faveur ni affection, toutes les réclamations comprises dans les termes et la véritable signification des Articles I. et II., qui leur seront soumises de la part des deux gouvernements de la France et des États-Unis respectivement: cette déclaration sera consignée au procès-verbal de leurs travaux. Il est entendu d'ailleurs que le jugement rendu par deux des Commissaires sera suffisant pour toutes les décisions intermédiaires qu'ils auront à prendre dans l'accomplissement de leur fonctions comme pour chaque décision finale.

ARTICLE V.

The Commissioners shall, without delay, after the organization of the Commission, proceed to examine and determine the claims specified in the preceding Articles, and notice shall be given to the respective Governments of the day of their organization and readiness to proceed to the transaction of the business of the Commission. They shall investigate and decide said claims in such order and in such manner as they may think proper, but upon such evidence or information only as shall be furnished by or on behalf of the respective Governments. They shall be bound

ARTICLE V.

Les Commissaires devront procéder sans délai, après l'organisation de la Commission, à l'examen et au jugement des réclamations spécifiées dans les articles précédents; ils donneront avis aux gouvernements respectifs du jour de leur organisation en leur faisant savoir qu'ils sont en mesure de procéder aux travaux de la Commission. Ils devront examiner et juger lesdites réclamations en tel ordre et de telle facon qu'ils jugeront convenable, mais seulement sur les preuves et informations fournies par les gouvernements respectifs ou en leur nom. Ils seront tenus

to receive and consider all written documents or statements which may be presented to them by or on behalf of the respective Governments in support of, or in answer to, any claim, and to hear, if required, one person on each side whom it shall be competent for each Government to name as its Counsel or Agent to present and support claims on its behalf, on each and every separate claim. Each Government shall furnish at the request of the Commissioners, or of any two of them, the papers in its possession which may be important to the just determination of any of the claims laid before the Commission.

de recevoir et de prendre en considération tous les documents ou exposés écrits qui leur seront présentés par les gouvernements respectifs ou en leur nom, à l'appui de ou en réponse à toute réclamation, et d'entendre, s'ils en sont requis, une personne de chaque côté que les deux gouvernements auront le droit de désigner comme leur conseil ou agent pour présenter et soutenir les réclamations en leur nom dans chaque affaire prise séparément. Chacun des deux gouvernements devra fournir à la requête des Commissaires ou de deux d'entre eux les pièces en sa possession qui peuvent être importantes pour la juste détermination de toute réclamation portée devant la Commission.

ARTICLE VI.

The concurring decisions of the Commissioners, or of any two of them, shall be conclusive and final. Said decisions shall in every case be given upon each individual claim, in writing, stating, in the event of a pecuniary award being made, the amount or equivalent value of the same in gold coin of the United States or of France, as the case may be; and in the event of interest being allowed on such award, the rate thereof and the period for which it is to be computed shall be fixed, which period shall not extend beyond the close of the Commission; and said decision shall be signed by the Commissioners concurring therein.

ARTICLE VI.

Les décisions unanimes des Commissaires ou de deux d'entre eux seront concluantes et définitives. Lesdites décisions devront, dans chaque affaire, être rendues par écrit, séparément sur chaque réclamation et fixer, dans le cas où une indemnité pécuniaire serait accordée, le montant ou la valeur équivalente de cette indemnité en monnaie d'or des États-Unis ou de France, suivant le cas; et, si le jugement allouait des intérêts, le taux et la période pour laquelle ils devront être comptés seront également déterminés, cette période ne pouvant s'étendre au delà de la durée de la Commission; lesdites décisions devront être signées par les Commissaires qui y auront concouru.

ARTICLE VII.

The High Contracting Parties hereby engage to consider the decision of the Commissioners, or of any two of them, as absolutely final and conclusive upon each claim decided upon by them, and to give full effect to such decisions without any objections, evasions, or delay whatever.

ARTICLE VII.

Les Hautes Parties contractantes s'engagent par le présent acte à considérer la décision des Commissaires, ou de deux d'entre eux, comme absolument définitive et concluante dans chaque affaire réglée par eux, et à donner plein effet à ces décisions sans objections, ni délais évasifs d'aucune nature.

ARTICLE VIII.

Every claim shall be presented to the Commissioners within a period of six months, reckoned from the day of their first meeting for business, after notice to the respective Governments, as prescribed in Article V. of this Convention. Nevertheless, in any case where reasons for delay shall be established to the satisfaction of the Commissioners, or of any two of them, the period for presenting the claim may be extended by them to any time not exceeding three months longer.

The Commissioners shall be bound to examine and decide upon every claim

ARTICLE VIII.

Toutes les réclamations devront être présentées aux Commissaires dans une période de six mois, à dater du jour où ils se seront réunis pour commencer leurs travaux, après avis donné aux gouvernements respectifs, conformément aux dispositions de l'Article V. de cette Convention. Toutefois, dans tous les cas où l'on ferait valoir de justes motifs de délais à la satisfaction des Commissaires ou de deux d'entre eux, le temps où réclamation sera valablement présentée pourra être étendu par eux à une période qui ne devra point excéder un terme additionnel de trois mois.

Les Commissaires seront tenus d'examiner et de rendre une décision sur toutes

within two years from the day of their first meeting for business as aforesaid; which period shall not be extended except only in case the proceedings of the Commission shall be interrupted by the death, incapacity, retirement, or cessation of the functions of any one of the Commissioners, in which event the period of two years herein prescribed shall not be held to include the time during which such interruption may actually exist.

It shall be competent in each case for the said Commissioners to decide whether any claim has, or has not, been duly made, preferred, and laid before them, either wholly, or to any and what extent, according to the true intent and meaning of this Convention.

les réclamations, dans les deux ans à dater du jour de leur première réunion comme ci-dessus; ce délai ne pourra être étendu que dans le cas où les travaux de la Commission seraient interrompus par la mort, l'incapacité de servir, la démission ou la cessation de fonctions de l'un des Commissaires. Dans cette éventualité, le temps où une pareille interruption aura existé de fait ne sera point compté dans le terme de deux ans ci-dessus fixé.

Il appartiendra aux dits Commissaires de décider dans chaque affaire si la réclamation a ou n'a pas été dûment faite, présentée et soumise, soit dans son entier, soit en partie, conformément à l'esprit et à la véritable signification de la présente Convention.

ARTICLE IX.

All sums of money which may be awarded by the Commissioners as aforesaid, shall be paid by the one Government to the other, as the case may be, at the capital of the Government to receive such payment, within twelve months after the date of the final award, without interest, and without any deduction save as specified in Article X.

ARTICLE IX.

Toutes les sommes d'argent qui pourraient être allouées par les Commissaires en vertu des dispositions précédentes devront être versées par l'un des gouvernements à l'autre suivant le cas, dans la capitale du gouvernement qui devra recevoir le payement, dans les douze mois qui suivront la date du jugement final, sans intérêts ni autre déductions que celle spécifiées dans l'Article X.

ARTICLE X.

The Commissioners shall keep an accurate record and correct minutes or notes of all their proceedings, with the dates thereof; and the Governments of the United States and of France may each appoint and employ a Secretary versed in the language of both countries, and the Commissioners may appoint any other necessary officer or officers to assist them in the transaction of the business which may come before them.

Each Government shall pay its own Commissioner, Secretary and Agent or Counsel, and at the same or equivalent rates of compensation, as near as may be, for like officers on the one side as on the other. All other expenses, including the compensation of the third Commissioner, which latter shall be equal or equivalent to that of the other Commissioners, shall be defrayed by the two Governments in equal moieties.

The whole expenses of the Commission, including contingent expenses, shall be defrayed by a ratable deduction on the amount of the sums awarded by the Commissioners, provided always that such deduction shall not exceed the rate of five per centum on the sums so awarded. If the whole expenses shall exceed this rate, then the excess of expense shall be defrayed jointly by the two Governments in equal moieties.

ARTICLE X.

Les Commissaires devront tenir un procès-verbal exact et conserver des minutes ou notes correctes et datées de tous leur travaux; les gouvernements des États-Unis et de France pourront chacun nommer et employer un Secrétaire versé dans le langage des deux pays et les Commissaires pourront nommer tels autres employés qu'ils jugeront nécessaire pour les aider dans l'expédition des affaires qui viendront devant eux.

Chaque gouvernement payera ses propres Commissaires, Secrétaire et agent ou conseil, et la compensation qui leur sera allouée devra être égale ou équivalente autant que possible des deux côtés pour les fonctionnaires de même rang. Toutes les autre dépenses, y compris l'allocation du troisième Commissaire, qui sera égale ou équivalente à celle des deux autres, seront supportées par les deux gouvernements en parts égales.

Les dépenses générales de la Commission, y compris les dépenses éventuelles, seront couvertes par une déduction proportionelle sur le montant des sommes allouées par les Commissaires; il est entendu toutefois que cette retenue ne devra pas excéder cinq pour cent des sommes accordées. Si les dépenses générales excédaient ce taux, le surplus serait supporté conjointement et en parts égales par les deux gouvernements.

ARTICLE XI.

The High Contracting Parties agree to consider the result of the proceedings of the Commission provided by this Convention as a full, perfect and final settlement of any and every claim upon either Government, within the description and true meaning of Articles I. and II.; and that every such claim, whether or not the same may have been presented to the notice of, made, preferred, or laid before the said Commission, shall, from and after the conclusion of the proceedings of the said Commission, be considered and treated as finally settled, concluded and barred.

ARTICLE XI.

Les Hautes Parties contractantes sont convenues de considérer le résultat des travaux de la Commission instituée par cette Convention comme un règlement complet, parfait et définitif de toutes et de chacune des réclamations contre l'une d'elles, conformément aux termes et à la vraie signification des Articles I. et II., de telle sorte que toute réclamation de cette nature, qu'elle ait ou non été portée à la connaissance des Commissaires, qu'elle leur ait ou non été présentée ou soumise, devra, à dater de la fin des travaux de ladite Commission, être tenue et considérée comme définitivement réglée, décidée et éteinte.

ARTICLE XII.

The present Convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by the President of the French Republic, and the ratifications shall be exchanged at Washington, at as early a day as may be possible within nine months from the date hereof.

In testimony whereof the respective Plenipotentaries have signed the present Convention, in the English and French languages, in duplicate, and hereunto affixed their respective seals.

Done at the city of Washington, the fifteenth day of January, in the year of our Lord one thousand eight hundred and eighty.

WILLIAM MAXWELL EVARTS. [SEAL.]
MAX OUTREY. [SEAL.]

ARTICLE XII.

La présente Convention sera ratifiée par le Président des États-Unis, par et avec l'avis et consentement du Sénat, et par le Président de la République Française, et les ratifications seront échangées à Washington, au jour le plus rapproché qu'il sera possible dans les neuf mois à partir de la date du présent acte.

En foi de quoi, les Plénipotentiaires respectifs ont signé la présente Convention en langue française et anglaise en double original et y ont apposé leur cachets respectifs.

Fait dans la ville de Washington le quinze Janvier de l'année de Notre Seigneur dix-huit cent quatre-vingts.

WILLIAM MAXWELL EVARTS. [SEAL.]
MAX OUTREY. [SEAL.]

And whereas the said Convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-third day of June, one thousand eight hundred and eighty:

Now, therefore, be it known that I, RUTHERFORD B. HAYES, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

In witness whereof I have hereunto set my hand, and caused the seal of the United States to be affixed.

Done at the city of Washington this twenty-fifth day of June, in the year of our Lord, one thousand eight hundred and eighty, and of the independence of the United States the one hundred and fourth.

[SEAL.]

R. B. HAYES.

By the President:
WM. M. EVARTS,
Secretary of State.

Convention between the United States of America and the French Republic for the extension of the term of the claims commission established under convention of January 15, 1880.

Concluded July 19, 1882; ratification advised by the Senate August 8, 1882; ratified by the President of the United States December 28, 1882; ratified by the President of the French Republic December 2, 1882; ratifications exchanged December 29, 1882; proclaimed December 29, 1882.]

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Know ye, that whereas a supplementary convention, extending the term of the duration of the Commission organized under the Convention of January 15, 1880, for the settlement of the claims of citizens of either country against the government of the other, was concluded between the United States and the French Republic, and signed by their respective plenipotentiaries, on the 19th day of July, eighteen hundred and eighty-two, the original of which convention is word for word as follows:

The United States of America and the French Republic, being persuaded that the labors of the Commission for the settlement of the claims of citizens of either country against the government of the other, which was organized under the convention between the two governments signed at Washington the 15th day of January, 1880, cannot be concluded within the term fixed by that convention, have deemed it expedient to conclude a supplementary convention extending the term of duration of said Commission for a further period, and have named as their respective plenipotentiaries to that end, as follows:

The President of the United States, Frederick T. Frelinghuysen, Secretary of State of the United States; and

The President of the French Republic, Théodore-Justin-Dominique Roustan, Envoy Extraordinary and Minister Plenipotentiary of France at Washington, Commander of the National Order of the Legion of Honor, etc., etc.;

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon the following article:

Le gouvernement des États-Unis d'Amérique et le gouvernement de la République Française, ayant acquis la conviction que les travaux de la Commission pour le règlement des réclamations des citoyens de chacun des deux pays contre le gouvernement de l'autre, qui a été instituée par la Convention entre les deux gouvernements signée à Washington le 15 Janvier 1880, ne peuvent être terminés au terme fixé par cette convention, ont résolu de conclure une convention supplémentaire pour prolonger le terme de la durée de la dite Commission jusqu'à une époque ultérieure et ont nommé à cet effet pour leurs plénipotentiaires, savoir:

Le Président des États-Unis, Mr. Frederick T. Frelinghuysen, Secrétaire d'État des État-Unis et

Le Président de la République Française, Mr. Théodore-Justin-Dominique Roustan, Envoyé Extraordinaire et Ministre plénipotentiaire de France à Washington, Commandeur de l'Ordre national de la Légion d'Honneur, etc., etc.;

Lesquels, après s'être communiqué leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus l'article suivant:

SOLE ARTICLE.

The term of two years fixed by the second paragraph of Article VIII. of the Convention between the United States and the French Republic, concluded January 15, 1880, within which the Commissioners appointed thereunder shall be bound to examine and decide upon every claim presented to them, is hereby extended to July first, 1883.

Nothing in this agreement contained shall extend or alter the terms fixed in the first paragraph of said Article VIII for the presentation of claims, but the same shall remain as therein fixed.

If the proceedings of the Commission shall be interrupted by the death, incapacity, retirement, or cessation of the functions of any one of the Commis-

ARTICLE UNIQUE.

Le terme de deux ans fixé par le second paragaphe de l'art. VIII. de la Convention entre les États-Unis et la République Française, conclue le 15 Janvier 1880, dans lequel les Commissaires nommés plus bas sont astreints à examiner et à juger toute réclamation à eux présentée est prolongé par le présent acte jusqu'au premier Juillet 1883.

Cette disposition ne peut avoir aucun effet pour étendre ou modifier les délais fixés dans le 1er paragraphe du dit Article VIII. pour la présentation des réclamations, ces délais devant demeurer tels qu'ils ont été fixés.

Si les opérations de la Commission sont interrompues par la mort, l'incapacité de siéger, le départ ou la cessation de fonctions de l'un des Commissaires, dans ce

sioners, then the period for which the term of the Commission is hereby extended shall not be held to include the time during which such interruption may actually exist.

The present Convention shall be ratified and the ratifications exchanged at Washington at as early a day as may be practicable.

In testimony whereof the respective plenipotentiaries have signed the present convention, in the English and French languages, in duplicate, and have hereunto affixed their respective seals.

Done at the city of Washington the 19th day of July, in the year of our Lord one thousand eight hundred and eighty-two.

cas le terme jusqu'auquel la durée de la Commission a été prolongée par la présente convention sera calculé défalcation faite du temps pendant lequel la cause de l'interruption aura subsisté.

La présente Convention sera ratifiée et les ratifications seront échangées à Washington dans le plus court délai possible.

En foi de quoi les plénipotentiaires respectifs ont signé la présente Convention en langues anglaise et française en duplicata et l'ont revêtue de leurs sceaux respectifs.

Fait à Washington le dix-neuf Juillet mil-huit cent quatre vingt-deux.

FRED'K T. FRELINGHUYSEN. [SEAL.]
TH. ROUSTAN. [SEAL.]

And whereas the said Convention has been duly ratified on both parts, and the ratifications of the two governments were exchanged in the city of Washington on the twenty-eighth day of December, one thousand eight hundred and eighty-two:

Now, therefore, be it known that I, CHESTER A. ARTHUR, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

Given under my hand, at the city of Washington the 29th day of December, in the year of our Lord, one thousand eight hundred and eighty-two, and in the [SEAL.] one hundred and seventh year of the Independence of the United States of America.

CHESTER A. ARTHUR.

By the President:
FRED'K T. FRELINGHUYSEN,
Secretary of State.

Convention between the United States of America and the French Republic for the further extension of the terms of the Claim Commission established under the convention of January 15, 1880.

[Concluded February 8, 1883; ratification advised by the Senate, with an amendment, February 21, 1883; ratified by the President of the United States, April 3, 1883; ratified by the President of the French Republic, June —, 1883; ratifications exchanged June 25, 1883; proclaimed June 25, 1883.]

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION

Whereas, a Convention for the extension of the term of the French and American Claims Commission to April 1, 1884, was concluded between the United States of America and the French Republic and signed by their respective plenipotentiaries on the eighth day of February, eighteen hundred and eighty-three, which convention as amended by the Senate of the United States, is word for word as follows:

Convention between the United States of America and the French Republic for the extension of the term of the French and American Claims Commission to April 1, 1884.

The Government of the United States of America and the Government of the French Republic, being persuaded that

Convention entre les États-Unis d'Amérique et la République Française pour prolonger le terme de la durée de la Commission des Réclamations Franco-Américaines, jusqu'au 1er Avril 1884.

Le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République Française, ayant acquis la con-

the labors of the Commission for the settlement of the claims of citizens of either country against the Government of the other, which was organized under the Convention between the two Governments signed at Washington the 15th day of January, 1880, and which was extended to July 1st, 1883, by the supplementary convention of July 19th, 1882, cannot be concluded by July 1st, 1883, have deemed it expedient to conclude another supplementary convention extending the term of duration of said Commission for a further period, and have named as their respective plenipotentiaries to that end, as follows:

The President of the United States, Frederick T. Frelinghuysen, Secretary of State of the United States, and the President of the French Republic, Théodore Justin Dominique Roustan, Envoy Extraordinary and Minister Plenipotentiary of France at Washington, Commander of the National Order of the Legion of Honor, etc., etc.

Who, after having communicated to each other their respective full powers found in good and due form, have agreed upon the following articles:

ARTICLE I.

The term of two years fixed by the second paragraph of Article VIII. of the Convention between the United States and the French Republic, concluded January 15th, 1880, within which the Commissioners appointed thereunder shall be bound to examine and decide upon every claim presented to them which was extended to July 1st, 1883, by the supplementary convention of July 19th, 1882, is hereby extended to the first day of April, A. D. 1884.

Nothing in this agreement contained shall extend or alter the terms fixed in the first paragraph of said Article VIII. for the presentation of claims, but the same shall remain as therein fixed.

If the proceedings of the Commission shall be interrupted by the death, incapacity, retirement or cessation of the functions of any one of the Commissioners, then the period for which the term of the Commission is hereby extended shall not be held to include the time during which such interruption may actually exist.

ARTICLE II.

No testimony or evidence either in support of or in answer to any claim shall be presented to or received by the Commission after the first day of July, 1883.

The present Convention shall be ratified and the ratifications exchanged at Washington at as early a day as may be practicable.

viction que les travaux de la Commission pour le règlement des réclamations des citoyens de chacun des des deux pays contre le Gouvernement de l'autre, qui a été instituée par la Convention entre les deux Gouvernements signée à Washington le 15 Janvier 1880, laquelle a été prolongé jusqu'au 1er Juillet 1883, en vertu de la Convention supplémentaire du 19 Juillet 1882, ne peuvent être terminés le 1er Juillet 1883, ont résolu de conclure une autre Convention supplémentaire pour prolonger le terme de la durée de la dite Commission jusqu'à une époque ultérieure, et ont nommé à cet effet pour leurs plénipotentiaires, savoir:

Le Président des États-Unis, Mr. Frederick T. Frelinghuysen, Secrétaire d'État des États-Unis, et le Président de la République Française, Mr. Théodore-Justin-Dominique Roustan, Envoyé Extraordinaire et Ministre Plénipotentiaire de France à Washington, Commandeur de l'Ordre National de la Légion d'Honneur, etc., etc.

Lesquels, après s'être communiqué leurs pleins pouvoirs trouvés en bonne et due forme, sont convenus des articles suivants:

ARTICLE I.

Le terme de deux ans fixé par le deuxième paragraphe de l'Article VIII. de la Convention entre les États-Unis et la République Française, conclue le 15 Janvier, 1880, dans lequel les Commissaires nommés plus bas sont astreints à examiner et à juger toutes réclamations à eux présentées, lequel a été prolongé jusqu'au 1er Juillet 1883, en vertu de la Convention supplémentaire du 19 Juillet 1882, est prolongé par le présent acte jusqu'au premier Avril 1884. Cette disposition ne peut avoir aucun effet pour étendre ou modifier les délais fixés dans le premier paragraphe du dit Article VIII. pour la présentation des réclamations, ces délais devant demeurer tels qu'ils ont été fixés.

Si les opérations de la Commission sont interrompues par la mort, l'incapacité de siéger, le départ ou la cessation de fonctions de l'un des Commissaires, dans ce cas, le terme jusqu'auquel la durée de la Commission a été prolongée par la présente Convention sera calculé défalcation faite du temps pendant lequel la cause de l'interruption aura subsisté.

ARTICLE II.

Aucun témoignage ni aucune preuve à l'appui ou en réponse à une réclamation quelconque ne seront présentés à la Commission ou reçus par elle après le premier Juillet 1883.

La présente Convention sera ratifiée et les ratifications échangées à Washington dans le plus court délai possible.

In testimony whereof the respective Plenipotentiaries have signed the present Convention in the English and French languages, in duplicate, and have hereunto affixed their respective seals.

Done at the city of Washington the eighth day of February, in the year of our Lord one thousand eight hundred and eighty-three.

En foi de quoi, les Plénipot respectifs ont signé la présente tion en langues Française et An duplicata, et l'ont revêtue de leu respectifs.

Fait à la ville de Washingto tième jour de Février de l'an de huit cent quatre-vingt-trois.

FRED'K T. FRELINGHUYSEN
TH. ROUSTAN.

And whereas the said Convention has been duly ratified on both parts, and fications of the two Governments were exchanged in the city of Washingt twenty-fifth day of June, one thousand eight hundred and eighty-three:

Now, therefore, be it known that I, Chester A. Arthur, President of th States of America, have caused the said Convention to be made public, t that the same and every clause and article thereof may be observed and fulfi good faith by the United States of America and the citizens thereof.

In witness whereof I have hereunto set my hand and caused the seal of th States to be affixed. Done at the city of Washington this twenty- of June, in the year of our Lord eighteen hundred and eighty-thre [SEAL.] the independence of the United States of America the one hun seventh.

CHESTER A. AR

By the President:
FRED'K T. FRELINGHUYSEN,
Secretary of State.

DECLARATION AS TO AMENDMENTS IN ARTICLE I.

The Secretary of State to the French Minister.

DEPARTMENT OF STATE,
Washington, February 2

SIR: I have the honor to inform you that the Senate of the United States sented to the ratification of the convention concluded on the 8th instant fo ing the term of the French and American Claims Commission, with the amendment, viz:

"Article 1, paragraph 3. After the word 'death' at the end of line 2, insert 'or', and in lines 3 and 4 strike out the words 'retirement or cessation of tions.'"

Requesting you to do me the favor of advising me at your earliest conve to the views of your Government in regard to the proposed amendments,

I beg you to accept, sir, a renewed assurance of my highest consideration.

FREDERICK T. FRELINGHU

Mr. THEODORE ROUSTAN, *&c.*

The French Minister to the Secretary of State.

LEGATION DE FRANCE AUX ÉTATS-U
Washington, le 27 Févrie

Monsieur le SÉCRETAIRE D'ÉTAT:

J'ai reçu la lettre que vous m'avez fait l'honneur de m'écrire le 24 de ce m'annonçant que le Sénat avait consenti à la ratification de la Convention c 8 Février pour prolonger le terme de la Commission des réclamations Franc caines, sous la réserve de la modification suivante:

"Article I., paragraphe 3, après le mot 'mort' insérer le mot *ou* et suppri les lignes suivantes les mots 'départ ou cessation de fonctions.'"

Je m'empresse de vous informer qu'en vertu des pleins pouvoirs que j'ai mon Gouvernement pour la conclusion de la Convention dont il s'agit, et da de ne pas retarder la ratification en présence de la prochaine prorogation j'adhère à la modification qui a été proposée et j'en informe mon Gouvernem

Veuillez agréer, Monsieur le Secrétaire d'État, les assurances de ma très-h sidération.

TH. ROU

Honorable FREDERICK T. FRELINGHUYSEN,
Secrétaire d'État des États-Unis, Washington, D. C.

[Translation.]

LEGATION OF FRANCE,
Washington, February 27, 1883.

Mr. SECRETARY OF STATE: I have received the letter which you did me the honor to write me on the 24th instant, informing me that the Senate had consented to the ratification of the convention concluded on the 8th of February, for the purpose of extending the term of the French and American Claims Commission, with the following amendment:

"Article 1, paragraph 3. After the word 'death,' at the end of line 2, insert the word 'or,' and in lines 3 and 4 strike out the words 'retirement or cessation of the functions.'"

I hasten to inform you that, in virtue of the full powers which I have received from my Government for the conclusion of the convention in question, and in order not to delay the ratification, in view of the speedy adjournment of the Senate, I adhere to the proposed amendment, and shall so inform my Government.

Be pleased to accept, &c.,

TH. ROUSTAN.

Ratification by the President of the French Republic.

Ayant vu et examiné les dites Convention et Déclaration, nous les avons approuvées et approuvons en vertu des dispositions de la Loi votée par le Sénat et par la Chambre des Députés; Declarons qu'elles sont acceptées, ratifiées et confirmées et Promettons qu'elles seront inviolablement observées.

En foi de quoi, nous avons donné les présentes, revêtues du Sceau de la République.

A Paris, le Juin 1883.

[L. S.] JULES GRÉVY.

[Translation.]

Having seen and examined the aforesaid convention and declaration, we have approved them and do approve them in virtue of the provisions of the law passed by the Senate and Chamber of Deputies; we declare that they are accepted, ratified, and confirmed, and promise that they shall be inviolably observed.

In testimony whereof, we have issued these presents, bearing the seal of the Republic.

Paris, June —, 1883.

[L. S.] JULES GRÉVY.

EXHIBIT B.—*Claims*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
1	Pierre Larrey	Horses, wagon, corn, tobacco, brandy, &c., taken by Gen. Banks.	Apr. 15, 1863	St. Mary's Parish, La.
2	Joseph Hardouineau	Dwelling and market burned, and cattle taken by Maj. Gen. Weitzel.		Donaldsonville, La.
3	Joseph N. Perche	Destruction of office and business, and arrest by Maj. Gen. Butler.	Nov., 1862	Orleans Parish, La.
4	August Berthelemy	Wearing apparel, tobacco, &c., taken by Maj. Gen. Weitzel.	Oct., 1862	Bayou La Fourche, La.
5	Samuel Blum	Mule, bed, &c., taken by Maj. Gen. Weitzel.	do	Donaldsonville, La.
6	Mrs. Marie Boulangier	Dwelling house and contents destroyed by Gen. Weitzel.	do	do
7	Mrs. Marie Dugot	Corn, cattle, hogs, &c., taken by Gen. N. P. Banks	May, 1863	Avoyelles Parish, La.
	Emanuel Perraudat	Destruction of restaurant and farm by Col. Estafer and Col. Estetimain.	Fall of 1862	Orleans Parish, La
9	Jean Minvielle	Destruction of school-house, &c., and taking of cotton, horses, cows, &c.	From Nov., 1862, to Jan., 1865.	St. James' Parish, La.
10	Antoine Sarrat and Amédée Tesson.	Damage to cotton by quartermaster 13th Conn. Volunteers.	Apr., 1863	Orleans Parish, La.
11	Bertrand Laguens	Flat-boat, cotton, corn, and bacon taken by Gen. Williams.	July, 1862	Louisiana, near Vicksburg, Miss
12	Paul Doullut	Rosin taken by U. S. forces	Nov., 1863	Fish River, Ala
13	Jean Marie Darouse	Steamboat "New Music," seized by U. S. marshal.	Oct., 1864	Jefferson Parish, La
14	Charles Raymond	Forty-four oak knees taken by Maj. Gen. Butler.	June, 1862	do
15	Jean Pierre Lagasse	Cotton, corn, potatoes, taken by U. S. troops.	Autumn of 1864.	do
16	Théophile Dalier	do	do	do
17	François C. Mittlebronn.	Imprisonment, &c., by general commanding.	Mar., 1863	Coupée Parish, La
		Books, clothing, &c., taken by "Albatross."	Apr., 1863	do
18	René Marie Alphonse de Perdreauville.	Cotton taken from "Magnolia" and "Mary P. Burton."	1862 & 1864	On high seas
		Proceeds of schooner "Frederick the Second."	May 3, 1864	do
19	Louise Sudour	Rent and damages to "Le Compte stables" by U. S. troops.	1862-1863	New Orleans, La
20	François Barbier	Three houses, a bakery, and contents, burned by Gen. Banks.	May, 1864	Alexandria, La
21	Jacques Bonnemaison	Horses and cattle taken and crop damaged by Gen. Banks.	Apr., 1863, & Nov., 1864.	Youngsville, La
22	Philippe Thévenet	Horses, cart, cattle, and tools taken by Brig. Gen. Dudley.	After Apr. 12, 1863.	St. Martin's Parish, La.
23	Jean Menville	Contents of peddler's wagon seized by garrison.	June, 1864	Houma, La
24	Anna Vidal, administratrix.	Vegetables and clothing taken, and stables burned.	Dec., 1863	St. Bernard's Parish, La.
25	Egle Aubry	Buildings occupied by Gen. Grover	Feb., 1864	St. Tammany's Parish, La.
26	Henri Dubos	Injuries resulting from arrest and imprisonment by Gen. Butler.	Sept. 6, 1862	New Orleans, La
27	Joseph Remi Bagarry	Cattle, cotton, and iron, &c., taken by Gen. Franklin.	Apr. 16, 1863	St. Martin's Parish, La
28	Thos. C. Payne, Pierre A. Giamarchi, and Jean Chas. Harispe.	Cotton taken by U. S. naval forces	June 9, 1862	On the high seas
29	David Carb	Cattle, corn, poultry, &c., taken by Gen. W. T. Sherman	Feb., 1864	Scott County, Miss
30	Lucien Mouret	Cotton, wool, taken by Gen. Grover.	Oct. 19, 1863	Iberia Parish, La
31	Pierre Abadie	Cotton taken by U. S. gunboat	Mar., 1865	Vermillion Bayou, La.
32	Emile Brun	Cattle, mules, and potatoes taken by Col. Slocum.	Feb., 1862	Ascension, La
33	Joseph Decour	Cotton, sugar, and hides taken by Gen. Grover.	Nov., 1863	Iberia Parish, La
34	Adele V. Loustanot	Merchandise taken by Gen. Weitzel.	Dec., 1863	La Fourche Parish, La.

against the United States.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$6,431 00	Int. at 6 p. c.	.....	Disallowed, Dec. 1, 1883	.....	.....	.....
3,870 00	$2,902 00	$6,772 00	Award, $400 at 5 p. ct. from Apr. 1, 1864; rendered Feb. 4, 1884.	$400 00	$400 00	$800 00
4,000 00	3,300 00	7,300 00	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
320 00	240 00	560 00	Disallowed, Dec. 11, 1882	.....	.....	.....
130 00	97 50	227 50	Dismissed for want of jurisdiction, Mar. 14, 1882.	.....	.....	.....
2,079 00	1,558 24	3,637 24	.....do	.....	.....	.....
629 00	352 24	981 24	Disallowed, Feb. 20, 1883	.....	.....	.....
12,600 00	9,450 00	22,050 00	Disallowed, July 6, 1881	.....	.....	.....
2,105 00	1,578 00	3,683 00	Award, $100 at 5 p. ct. from Apr. 1, 1864; made Apr. 16, 1883.	100 00	100 00	200 00
28,745 00	25,781 00	54,526 00	Disallowed, June 14, 1883	.....	.....	.....
25,450 00	With int.	.....	Disallowed, June 4, 1883	.....	.....	.....
28,000 00	....do	.....	Disallowed, Oct. 8, 1883	.....	.....	.....
50,000 00	....do	.....	Dismissed for want of jurisdiction, July 11, 1881.	.....	.....	.....
2,992 00	....do	.....	Award, $500 at 5 p. ct. from July 1, 1862; made Dec. 6, 1883.	500 00	543 76	1,043 76
24,300 00	....do	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
24,300 00	....do	.....	Dismissed for want of jurisdiction, Apr. 20, 1883.	.....	.....	.....
37,285 00	....do	.....	Award, $300 at 5 p. ct. from Apr. 1, 1863; made Oct. 13, 1883.	300 00	315 00	615 00
247,201 18	....do	.....	Disallowed, Nov. 16, 1883	.....	.....	.....
56,933 98	....do	.....	Withdrawn, May 24, 1883	.....	.....	.....
6,560 00	Int. at 6 p. c.	.....	Award, $250 at 5 p. ct. from Sept. 1, 1863; made Mar. 29, 1882.	250 00	257 25	507 25
7,749 00	6,183 00	13,932 00	Dismissed for want of jurisdiction, June 6, 1882.	.....	.....	.....
3,142 00	2,513 60	5,655 60	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
510 00	Int. at 6 p. c.	.....	Award, $125 at 5 p. ct. from Apr. 1, 1864; made Oct. 23, 1883.	125 00	125 00	250 00
854 00	....do	.....	Dismissed for want of jurisdiction, Apr. 6, 1883.	.....	.....	.....
5,885 00	....do	.....	Disallowed, Apr. 11, 1882	.....	.....	.....
5,200 00	....do	.....	Dismissed for want of jurisdiction, June 28, 1881.	.....	.....	.....
26,000 00	....do	.....	Award, $800; interest at 5 p. ct. from Jan. 1, 1863; made Mar. 5, 1883.	800 00	849 86	1,649 86
21,205 00	....do	.....	Award, $900; interest at 5 p. ct. from Apr. 1, 1864; made Oct. 30, 1883.	900 00	900 00	1,800 00
68,245 14	....do	.....	Withdrawn by the agent for the French Republic, May 24, 1883.	.....	.....	.....
135,206 40	....do	.....	Dismissed for want of jurisdiction, Mar. 10, 1882.	.....	.....	.....
11,200 00	....do	.....	Dismissed for want of jurisdiction, Mar. 7, 1882.	.....	.....	.....
2,000 00	....do	.....	Disallowed, Jan. 19, 1884	.....	.....	.....
12,300 00	....do	.....	Disallowed, Nov. 16, 1883	.....	.....	.....
25,504 00	....do	.....	.....do	.....	.....	.....
10,200 00	....do	.....	Disallowed, Jan. 19, 1884	.....	.....	.....

EXHIBIT B.—*Claims agai*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
35	Paul Lefevre	Merchandise and fixtures of store taken by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La.
36	P. Louis Maillette	Photographic apparatus, tools, &c., taken by Admiral Farragut.	do	Ascension Parish, I
37	Paul Lefevre and P. Louis Maillette.	Watches, clocks, tools, &c., taken by Admiral Farragut.	do	do
38	Pierre Petrequin	Vegetables and fences taken by U. S. military authorities.	1863-1864	St. Bernard Parish, I
39	Baptiste Lauga	Vegetables, hay, and poultry taken by U. S. military authorities.	do	do
40	Auguste Abba	Horse, vegetables, &c., taken by U. S. military authorities.	do	do
41	Jos. D. Mittelbronn	Horses, cattle, &c., taken by Gen. N. P. Banks.	June, 1864	False River, La.
42	Pierre Rene Mouret	Rum taken by Gen. Banks	Apr. 23, 1863	Opelousas, La.
43	Joseph Chourreau	Cotton, cows, horses, &c., taken by Col. Robinson.	Dec. 31, 1863	Iberia Parish, La
44	Paul Alphonse Thierry	Guns, pistols, &c., taken by Gen. Butler.	May, 1862	New Orleans, La.
45	Marie and Archille Lumiet.	Dwelling, storehouse, &c., taken by Maj. Boule.	May, 1863	Ascension Parish, L
46	Jean Charles Medoux	Merchandise, horse, wagon, &c., taken by U. S. military authorities.	Sept., 1863	St. John Baptist Pa ish, La.
47	Pierre A. Letourneur	Six hundred and thirty scabbards taken by U. S. civil authorities.	Oct. 13, 1862	New Orleans, La
48	Justin Cathala	Cotton taken by Gen. N. P. Banks	July, 1864	Iberville Parish, La
49	Jean Sabatier	Oxen taken by Maj. Gen. Banks	July, 1863	New Orleans, La.
		Oxen and sheep taken by Gen. Banks.	July, 1864	Baton Rouge, La.
50	Jean Sentille	Groceries, liquors, &c., taken by U. S. civil authorities.	Apr. 17, 1863	Iberville Parish, La
51	Jacques Jagon	Horses taken by Col. Holabird	Apr., 1864	New Orleans
52	Theophile Frois	Horses taken by Gen. Banks	Jan., 1863	Iberville Parish, La
53	Martial Crottes	Cotton, &c., taken by Gen. Butler and Gen. Banks.	18621 and 863	Algiers, La., and New Orleans.
54	Isidore Poret	Cotton, &c., taken by Gen. Banks	May, 1864	
55	Louis F. E. Bouchez	Sugar taken by Gen. Banks	Apr., 1864	St. Landry Parish, L
56	Bercier and Laborde	Cotton taken by U. S. troops	May, 1865	Mobile, Ala
57	Charles Watrigant	Schooner "Malta," taken by Capt. Tickett, of U. S. schooner "Clyde."	do	New Orleans
58	Jean Cazes	Horses, cattle, &c., taken by Gen. Banks and Gen. Franklin.	Apr., Nov., and Dec., 1863.	St. Martin Parish, L
59	Ferdinand Comenge	Property taken, and imprisonment.	Dec., 1863	St. James Parish an Donaldsonville, La
60	Joseph Camy	Cotton, horses, &c., taken by Gen. Banks.	Apr. and May, 1863.	St. Landry Parish, L
61	J. B. Revol	Guns, pistols, &c., taken by Gen. Butler.	June, 1862	New Orleans
62	François E. Parrenin	Lumber, fencing, &c., taken by Cols. Strafford and Stateman.	1862, 1863, 1864.	Orleans Parish, La.
63	Auguste Leicher	Destruction of business and personal injuries.	Dec. 25, 1864	New Orleans
64	do	Injuries inflicted resulting in death.	Dec., 1864	do
65	Antoine Girand, surviving partner.	Cotton taken by Gen. Smith	Apr. 10, 1864	Natchitoches Parial La.
66	Jean Fisse	Gold coin, wine, &c., taken, and personal injury inflicted.	1864	New Orleans
67	Roman Dupré	Cotton, &c., by Maj. Hamilton, Gen. Grover, and Capt. Shaw.	May, 1863, and Nov., 1864.	Leonville, Barry Landing, Indis Village.
68	René Dumestre	Cotton taken by revenue officers	May, 1865	Orleans Parish, La.
69	Pierre Lajousse	Merchandise, &c., taken by Gen. Butler and Gen. Banks.	May, 1862	do
70	Eliza Maurin	Houses destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La.
71	Louis E. J. d'Huart	Destruction of houses, crops, &c., by Gen. Smith and Gen. Stanley.	Feb., Mar., June, and July, 1865.	St. Bernard Parish, L

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$11,006 88	Int. at 6 p.c.		Disallowed, Oct. 13, 1883			
1,875 00	do		do			
4,529 66	do		do			
1,795 00	do		Disallowed, Apr. 11, 1882			
7,675 00	do		do			
4,700 00	do		Disallowed, Jan. 19, 1884			
917 00	$687 75	$1,604 75	Dismissed for want of jurisdiction, July 6, 1881.			
3,960 00	2,772 00	6,732 00	Dismissed for want of jurisdiction, June 11, 1882.			
4,000 00	Int. at 6 p.c.		Award, $970; interest at 5 p.c. from Jan. 1, 1864; made Oct. 13, 1883.	$970 00	$981 95	$1,951 95
485 00	do		Dismissed for want of jurisdiction, July 6, 1881.			
7,200 00	do		Dismissed for want of jurisdiction, July 2, 1883.			
4,400 55	do		Disallowed, June 26, 1883			
1,260 00	do		Award, $340; interest at 5 p.c. from Jan. 1, 1863; made Dec. 18, 1882.	340 00	361 19	701 19
61,782 50	do		Disallowed Jan. 19, 1884			
6,500 00	do		Disallowed, Nov. 16, 1883			
10,000 00	do		Disallowed, Jan. 5, 1884			
1,050 00	do		Disallowed, Nov. 16, 1883			
400 00	do		Award, $200 at 5 p.c. from Apr. 1, 1863; made June 26, 1883.	200 00	210 00	410 00
29,937 40	do		Award, $300 at 5 p.c from Apr. 1, 1864; made Nov. 16, 1883.	300 00	300 00	600 00
13,272 50	do		Disallowed, June 26, 1883			
2,470 00	do		Dismissed for want of jurisdiction, July 6, 1881.			
14,029 63	do		Disallowed, Oct. 13, 1883			
5,000 00	do		Dismissed for want of jurisdiction, July 6, 1881.			
7,240 79	do		Award, $900 at 5 p.ct. from Jan. 1, 1864; made Oct. 8, 1883.	900 00	911 09	1,811 09
2,465 00	do		Dismissed for want of jurisdiction, July 6, 1881.			
14,275 00	do		Award, $2,019 at 5 p.ct. from July 1, 1863; made Dec. 22, 1883.	2,019 00	2,094 78	4,113 78
4,730 00	do		Disallowed, Dec. 8, 1883			
5,635 00	do		Award, $300 at 5 p.ct. from July 1, 1864; made June 28, 1882.	300 00	296 26	596 26
3,701 30	do		Dismissed for want of jurisdiction, March 7, 1882.			
10,000 00	do		do			
155,540 00	do		Dismissed for want of jurisdiction, April 6, 1883.			
3,750 00	do		do			
4,755 00	do		Award, $1,260 at 5 p.ct. from May 1, 1863; made Dec. 8, 1883.	1,260 00	1,317 81	2,577 81
11,952 00	do		Disallowed, Oct. 13, 1883			
19,549 00	do		Dismissed for want of prosecution, June 4, 1883.			
6,000 00	do		do			
3,975 00	do		Award, $500 at 5 p.ct. from Sept. 1, 1865; made Nov. 27, 1882.	500 00	464 52	964 52

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
72	Joshua Dreyfuss	Occupation and injury to storehouse by Gen. Canby.	June, 1865	Shreveport, La
73	F. E. Foucher *et al*	Timber, railroad ties, and fencing destroyed.		St. John Baptist Parish, La.
74	Solomon Block	Property seized, and imprisonment.	Nov. 26, 1862	Bonfouca, La
75	Jean B. Neitzhoff	Horses taken by Col. Fisk	Oct. 30, 1862	Ascension Parish, Pa
76	Joseph Krieger	Storehouse, buildings, &c., destroyed by Gen. Weitzel.	Aug., 1862	Donaldsonville, La
77	Dominique Levet	Cattle and contents of store, taken by Col. Thomas.	do	St. Charles Parish, La.
78	Paul Francioni	Horse, hogs, clothing, &c., taken by Gen. Weitzel.	Oct., 1862	Assumption Parish, La.
79	André Musso	Horses, carriage, cattle, &c., taken by Gen. Banks.	May 31, 1863	Point Coupée Parish, La.
80	John H. Ehrman, ex'r of Victor Durand.	Cotton, horses, merchandise, &c., taken by Gens. Franklin and Smith.	Mar. and Apr., 1864.	Natchitoches Parish, La.
81	Christophe Leicher	Destruction of house by U. S. military authorities.	Dec. 25, 1864.	New Orleans, La
82	François Vinsonneau	Cotton taken by Maj. Gen. Banks	May 3, 1863	St. Landry Parish, La.
83	Jean B. Carraine	Contents of hotel destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La
84	Leontine M. Duncan, heir of Leon Bonnecaze.	Cotton, corn, cattle, &c., taken by Gen. Banks.	1863–1864	Baton Rouge, La
85	Maximin Labusquiere.	Flat-boats, appurtenances, &c., destroyed by Lieut. J. P. Wiggins.	Apr. 8, 1864	Labadieville, La
86	do	Boat and merchandise destroyed by Lieut. Foster.	Oct. 7, 1864	La Fourche Parish, La.
87	do	Taxes illegally levied by U. S. authorities.	Aug. 20, 1866	Labadieville, La
88	Catharine A. Grimmer	Cotton, sugar, &c., taken by Lieut. Bromley.	May 1, 1863	St. Landry Parish, La.
89	Theophile Sanvald	Cotton, horses, cattle, &c., taken by Lieut. Bromley.	do	do
90	Jules Perrodin	Cotton and sugar taken by U. S. military military authorities.	May, Oct., Nov., 1863; Mar., 1864.	do
91	John Doezet	Horses, cattle, &c., taken by U. S. military authorities.	Oct., 1863	Near Little Rock, Ark.
92	Jean Louis Estrade	Lumber taken by U. S. military authorities.	Feb. 19, 1865.	Orleans Parish, La
93	Baptiste Tourres	Cotton taken by Gen. Banks	May, 1864	Natchitoches Parish, La.
94	Achille de Caradeuc	Horses, mules, corn, &c., taken by Gen. Kilpatrick.	Feb. 10, 1865.	Barnwell, S. C
95	François M. Entremont.	Horses, tobacco, &c., taken by Gen. Banks.	Apr. 23, 1863	New Iberia, La
96	Charles A. Gauthier	Cattle, houses, fences, &c., taken by Col. E. B. Smith.	July 1, 1863	St. Martinsville, La
97	David de Laureal	Horses taken by Gen. Banks	Apr., 1863	do
98	Anne Pradand	Fifteen days' imprisonment and taking of household goods by Gen. Banks.	1863–'64	New Iberia, La
99	Jules Oger	Horses, cows, &c., taken by U. S. military authorities.	July, 1864	St. Martinsville, La
100	Jean Oden'hal	Horses, poultry, silverware, &c., taken by U. S. authorities.	Jan., 1863	Norfolk, Va
101	Odon Deucatte	Two lots of cotton taken by Admiral Porter.	Mar., Apr., 1864.	Near Fort de Russy, La.

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$4, 250 00	Int. at 6 p. c.	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
50, 582 00	$28, 830 00	$88, 410 00	Dismissed for want of jurisdiction, Dec. 19, 1881.	.....	.....	.....
5, 656 25	Int. at 6 p. c.	.....	Award, $3,000; interest 5 p. ct. from Apr. 1, 1864, on $500, the balance without interest; made Nov. 9, 1883.	$3, 000 00	$500 00	$3, 500 00
150 00	112 50	262 50	Dismissed for want of jurisdiction, Mar. 14, 1882.	.....	.....	.....
3, 500 00	2, 625 00	6, 125 00	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
1, 360 00	1, 020 00	2, 380 00	Award, $250; interest at 5 p. ct. from Sept. 1, 1862; made June 14, 1883.	250 00	269 75	519 75
1, 750 00	1, 312 52	3, 062 50	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
3, 765 00	Int. at 6 p. c.	.....	Disallowed, Dec. 1, 1883	.....	.....	.....
15, 723 10	....do	.....	Award, $3,300; interest at 5 p. ct. from May 1, 1864; made Dec. 8, 1883.	3, 300 00	3, 286 44	6, 586 44
3, 000 00	....do	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
2, 825 00	....do	.....	Award, $1,433.25; interest at 5 p. ct. from July 1, 1863; made Jan. 5, 1884.	1, 433 25	1, 487 05	2, 920 30
6, 563 50	.....	.....	Disallowed, Nov. 2, 1883	.....	.....	.....
15, 450 00	16, 594 00	32, 044 00	Disallowed, Oct. 8, 1883.....	.....	.....	.....
2, 695 00	3, 074 00	5, 769 00	Dismissed for want of jurisdiction, Oct. 26, 1881.	.....	.....	.....
2, 625 00	2, 520 00	5, 145 00	..... do	.....	.....	.....
4, 500 00	4, 050 00	8, 550 00	.....do	.....	.....	.....
4, 930 00	5, 799 75	10, 729 75	Dismissed for want of jurisdiction, Jan. 3, 1883.	.....	.....	.....
5, 225 00	5, 536 50	10, 761 50	Dismissed for want of jurisdiction, June 3, 1882.	.....	.....	.....
16, 062 00	.....	.....	Award, $1,000 at 5 p. ct. from Apr. 1, 1864; made Dec. 15, 1883. May 28, 1883, withdrawn as to 13 bales of cotton by the French agent.	1, 000 00	1, 000 00	2, 000 00
11, 291 22	11, 517 04	22, 808 26	Award, $1, 200; interest at 5 p. ct. from Jan. 1, 1864; made June 14, 1883.	1, 200 00	1, 214 79	2, 414 79
2, 025 00	Int. at 6 p. c.	.....	Award, $600; interest at 5 p. ct. from Feb. 20, 1865; made Feb. 21, 1882.	600 00	573 20	1, 173 20
8, 250 00	6, 187 50	14, 437 50	Dismissed for want of jurisdiction, Mar. 14, 1882.	.....	.....	.....
6, 392 50	.....	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
1, 620 00	2, 916 00	4, 536 00	Award, $200; interest at 5 p. ct. from May 1, 1863; made Dec. 1, 1883.	.....	.....	.....
3, 674 00	3, 213 00	6, 887 00	Award, $1,600; interest at 5 p. ct. from July 1, 1863; made Nov. 23, 1883.	200 00	209 18	409 18
225 00	Int. at 6 p. c.	.....	Award, $200: interest at 5 p. ct. from Apr. 1, 1864; made Apr. 20, 1883.	1, 600 00	1, 660 06	3, 260 06
1, 500 00	1, 542 50	3, 042 50	Disallowed, Oct. 13, 1883.....	200 00	200 00	400 00
2, 016 00	896 00	2, 912 00	Award, $125; interest at 5 p. ct. from Jan. 1, 1865; made Oct. 13, 1883.	.....	.....	.....
3, 242 50	Int. at 6 p. c.	.....	Dismissed for want of jurisdiction. Apr. 1, 1882.	125 00	120 29	245 29
87, 682 50	....do	.....	Disallowed, Mar. 26, 1884	.....	.....	.....

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
102	François Abadie	Building damaged and property taken by Provost-Marshal Darling.	Mar., 1864; Feb., 1865.	St. John Baptist Parish, La.
103	Celina D. Vial, adm'x.	Imprisonment by Capt. Groute, Eighth Vermont Volunteers, resulting in death.	Aug., 1862	New Orleans
104	James Gustave David	Cotton, mules, oxen, sheep, taken by Admiral Porter.	May, 1864	Avoyelles Parish, La.
105	A. G. W. Derivas	Merchandise, &c., taken by Gen. Banks and steamer "Sterling Price."	do	do
106	Prosper Grand	Dry goods taken by Provost-Marshal Sawyer, &c.	1862-'63	St. Bernard and Jefferson Parishes.
107	Jean Juston	Horses, &c., taken by officers of First Louisiana Cavalry.	Bet. Oct., 1862, and July, 1863.	Donaldsonville, La.
108	George Neck	Horses, cattle, sheep, pork, household furniture taken by Gen. Banks.	May 18, 1864.	Avoyelles Parish, La.
109	Joseph David, adm'r.	Cattle and clothing taken by Col. Holcomb and Capt. Hanks.	Nov., 1862; Sept., 1864.	Ascension and Iberville Parishes, La.
110	Angelique D. Brochard.	Cotton, corn, cattle, &c., taken by Admiral Porter.	Apr., 1864	Avoyelles Parish, La.
111	Floriment Izard	Lumber, horses, &c., taken by Admiral Porter.	Mar., 1864	do
112	Mrs. Mary Gaudin	Realty, merchandise, &c., destroyed by Admiral Farragut.	Aug., 1862	Donaldsonville, La
113	Raymond Deffez	Cattle, poultry, household furniture taken by Gen. Banks.	Nov., 1863	Iberia Parish, La
114	Eugene Duchamp	Horse, buggy, sugar, &c., taken by Gen. Banks.	Dec., 1863	St. Martin Parish, La.
115	Jean Sauvestre	Dry goods taken by Gen. Geary	Dec., 1864	Savannah, Ga
116	Jean Vigneaud, ex'r	Horses, carriages, corn, hay, &c., taken by U. S. troops.	1863	Vermillionville, La.
117	Anatolie Chappuis	8,000 gallons of rum taken by Gen. Weitzel.	Oct. 30, 1862.	La Fourche Parish, La.
118	Jean Merly	Flat-boat, &c., taken by Gen. Weitzel.	Aug., Sept., Oct., 1863.	Assumption Parish, La.
119	Nicholas Valerie	Cotton, provisions, &c., taken; stock taken from store by Gen. Cameron.	Aug., 1863	Labadieville, La.
120	François Critchione	Flatboat, &c., taken or destroyed by Gen. Cameron.	do	Bayou La Fourche, La.
121	Jean Gonaux	Furniture, carriages, &c., taken by Gen. Cameron and Col. Wilson.	June, 1863; Jan., 1864.	La Fourche and Assumption Parishes, La.
122	Abraham Block	Merchandise, mules, &c., taken; imprisonment by Col. Grierson.	May, 1863	New Orleans and Liberty, Miss.
123	Louis Bouzerot	Realty, goods, &c., taken by Gen. Sherman; cotton burned by Col. Jones.	1863; 1864	Jackson, Miss
124	Pierre A. Giamarchi	Cotton destroyed by Gen. MacArthur.	May, 1864	Yazoo County, Miss
125	Charles L. Crozat	Clothing and dry goods taken by Gen. Ewing.	Oct., 1864	Iron County, Mo
126	François Duplaiser	Cotton taken by Gen. Banks; cotton taken by U. S. gunboat; imprisonment.	Aug., Oct., 1864.	New Orleans and St. Helena Parish.
127	François Lacour	Mule, hay, and provisions taken by Gen. Banks.	Feb., 1863	St. Bernard Parish, La.
128	Bertrand Ebos	Loss of lease and destruction of produce by U. S. troops.	Apr. 13, 1861; Aug. 20, '66.	Memphis, Tenn
129	Angela L. Phillippe	Cotton taken by Gen. Canby	Apr., 1865	Mobile, Ala
130	Joseph Bouillotte	Wares, merchandise, &c., taken by Gen. Banks.	Mar., Apr., 1864.	Rapides Parish, La
131	Bleze Motte	Cotton taken by Capt. Bunker	1863	St. Landry Parish, La.
132	Benjamin Mantone	Tobacco, coffee, flour, &c., taken or destroyed by Gen. Sherman.	Feb., 1865	Columbia, S. C
133	Guillaume Beaudeau	Wheat, corn, and grass taken and destroyed by Gen. John McNeil.	May, June, 1863.	Cape Girardeau County, Mo.
134	Dominique Lalanne	Billiard table, rum, cotton, &c., taken by Gen. Banks *et al.*	Betw'n Mar. and Dec., 1863.	St. Landry Parish, La.
135	Joseph Baque	Horses taken by Gen. Franklin	Nov., 1863	La Fayette Parish, La.
136	Guillaume Boireaux	Twenty-four stacks of hay taken by Gen. Smith.	Sept., Oct., 1863.	St. Bernard Parish, La.
137	Agile Genre, adm'x	Dry goods, groceries, and silver coin taken by Gen. Banks.	1863	St. James Parish, La.

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$8,375 00	Int. at 6 p. c.		Disallowed, Oct. 13, 1883			
25,000 00	....do		Disallowed, Dec. 8, 1883			
15,395 00	....do		Disallowed, Oct. 8, 1883			
5,530 52	....do		Disallowed, Oct. 9, 1883			
2,575 00	....do		Dismissed for want of jurisdiction, July 6, 1881.			
5,518 20	....do		Disallowed, Oct. 13, 1883			
1,290 00	....do		Dismissed for want of jurisdiction, Apr. 6, 1883.			
21,652 75	Int. at 6 p. c.		Disallowed, October 13, 1883			
4,425 00	....do		Award, $1,764 at 5 p. ct. from July 1, 1864; made Jan. 5, 1884.	$1,764 00	$1,742 01	$3,506 01
760 00	....do		Dismissed for want of jurisdiction. July 6, 1881.			
2,318 95			Disallowed, October 13, 1883			
1,648 50	706 50	2,355 00	Award, $300 at 5 p. ct. from Jan. 1, 1864; made Feb. 20, 1883.	300 00	303 70	603 70
5,825 00	4,592 00	10,417 00	Award, $2,735 at 5 p. ct. from Apr. 1, 1864; made Nov. 23, 1883.	2,735 00	2,735 00	5,470 00
11,573 75	Int. at 6 p. c.		Disallowed, October 30, 1883			
15,225 00	....do		Dismissed for want of jurisdiction, April 6, 1883.			
16,000 00	16,320 00	32,320 00	Disallowed, October 8, 1883			
7,035 00	7,386 75	14,421 75	Dismissed for want of jurisdiction, June 3, 1882.			
18,798 50	19,737 90	38,536 40	Disallowed, October 8, 1883			
5,775 00	6,063 75	11,838 75	Disallowed, April 20, 1883			
2,500 00	2,539 00	5,039 00	Disallowed, May 28, 1883			
21,700 00	22,634 00	44,334 00	Dismissed for want of jurisdiction, Feb. 10, 1882.			
22,120 90			Award, $8,754.83 at 5 p. ct. from July 21, 1863; made Mar. 29, 1884.	8,754 83	9,059 45	17,814 28
29,000 00	27,840 00	56,840 00	Disallowed, November 23, 1883			
6,288 00			Dismissed for want of jurisdiction, January 13, 1882.			
7,250 00	With int.		Disallowed, October 13, 1883			
1,023 00	....do		Disallowed, January 19, 1884			
2,250 00	Int. at 6 p. c.		Dismissed for want of jurisdiction, December 1, 1883.			
25,000 00	....do		Disallowed, June 28, 1882			
94,173 25	Int. at 5 p. c.		Dismissed for want of jurisdiction, March 1, 1884.			
15,168 00	With int.		Disallowed, February 9, 1884			
43,751 25	42,001 20	85,752 45	Dismissed for want of jurisdiction, June 3, 1882.			
930 00	Int. at 6 p. c.		Award, $600 at 5 p. ct. from Nov. 10, 1863; made Nov. 20, 1882.	600 00	611 59	1,211 59
19,324 00	....do		Award, $1,764 at 5 p. ct. from July 1, 1863; made Jan. 5, 1884.	1,764 00	1,830 22	3,594 22
550 00	....do		Award, $150 at 5 p. ct. from Apr. 1, 1864; made Oct. 13, 1883.	150 00	150 00	300 00
2,168 00	....do		Disallowed, December 1, 1883			
6,151 00	....do		....do			

EXHIBIT B.—*Claims again*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
138	Charles Forques	Horses, carriages, and cattle taken by Gen. Franklin.	Apr., 1863 ..	St. Mary's Parish, La.
139	Antoine Forques.....	Potatoes, cabbages, and melons taken by Gen. Canby.	June, 1865 ..	Orleans Parish, La...
140	Ernest Réthoré.	Oranges taken from schooner Wilder by order of Gen. Butler.	Oct., 1863 ...	Fort Jackson, La ....
141	Augustin L. Bergerie .	Cotton taken by Gen. Banks	Apr., 1863 ...	St. Martin's Parish, L
142	Bertrand Langla.....	Cotton and sugar taken by Gen. Banks.	....do	Iberia Parish, La ....
143	Simon Courrégé	Horses, cattle, fowls, &c., taken by Gens. Banks and Franklin.	Apr. to Nov., 1863.	St. Martin's Parish, La
144	Wid. Josephine S. Jarry.	Destruction of coffee-house and shooting-gallery by Gen. Canby.	Apr., 1865...	Orleans Parish, La ...
145	Joseph Baurens	Horses, cattle, hay, and potatoes taken by Gen. Smith.	Oct., 1863 ...	St. Bernard Parish, La
146	Alfred Woolongham..	Watches, jewelry, silverware, and money taken by U. S. troops.	Oct., 1862 ...	St. John Parish, La ..
147	Antoine Capel	Dry goods and groceries taken by Gen. Cameron.	Oct., 1864 ...	Assumption Parish, L
148	Victor Caresse *et al*...	Sugar, cotton, and rum taken by Gens. Banks and Franklin.	1863 and 1864	St. Martin's and St. Mary's, La.
149	John Saltzman	Horses, cattle, provisions, &c., taken by Gen. Canby.	Apr., 1865...	Orleans Parish, La...
150	Jean Pierre Bilac.....	Wagons and hay taken by Gen. Canby.	Jan., 1865 ...	St. Bernard Parish, La
151	Vincent Marty.....	Imprisonment and damage to blacksmith shop by Gen. Butler.	Sept., 1862 ..	New Orleans, La.....
152	Leonie C. Decaulne ...	Dwelling-house and goods destroyed by U. S. authorities.	1862–1863 ...	Jacksonville, La .....
153	Joseph Levy.....	Dwelling-house destroyed by Maj. Bulling.	June, 1863...	Ascension Parish, La
154	Nephtalie Solomon....	Wines, liquors, &c., taken by Gen. Willick.	Aug. 5, 1862 .	Baton Rouge, La....
155	Arnaud Prerault, adm'r of Justine Mezeix.	Occupation of property by U. S. military authorities 14 months.	Oct., 1865 ...	Natchez, Miss .....
156	Antoine Dulion	Cattle, poultry, brandy, &c., taken by Gen. Grover and Col. Frisby.	Jan., Feb., 1864.	St. Tammany, La....
157	Jules Tardos.....	Cotton taken by Gen. Banks	April and May, 1864.	Rapides Parish, La .
158	John Langles	Sugar taken by Gen. Weitzel	Oct., 1862 ...	La Fourche Parish, L
159	Simon Mathieu	Horses taken by Gen. Franklin...	Nov., 1863...	La Fayette Parish, L
160	Jean Marie Cazes.....	Horses, carriages, &c., taken by Gen. Banks.	Apr. 26, 1863	Iberia Parish, La ...
161	Theophile Frois, tutor of Blanche M. Cazeilles.	Cotton taken by Gen. Banks	May, 1863...	Caddo Parish, La ...
162	Celina Chapus	Cotton, &c., taken by Gen. Canby.	July, 1865...	Eutaw, Ala .....
163	Alzona Lucien Boyer .	Cotton, dry goods, &c., taken by Gen. Banks.	May 19, 1864	Avoyelles Parish, La
164	Romain J. Francez...	Horses, mules, &c., taken by Gen. Franklin.	Apr., 1864...	La Fayette Parish, La
165	Jacques Crouchet.....	Horses, cattle, poultry, &c., taken by Gen. Banks.	March, 1863 .	... do .....
166	Jacques A. Boyer.....	Cotton taken by Gen. Banks	Mar., May., 1864.	Avoyelles Parish, La .
167	Omer Rizan	Rum, horse, &c., taken by Gen. Banks.	Apr., 1864...	St. Martin's Parish, La
168	François Lebret.....	Destruction of house, personal injuries, &c., by Gen. Banks.	Aug. 17, 1863.	Bayou Sara, La.....
169	Louis Jahnson.....	Merchandise and personal property taken by Col. Bennett.	Feb. 20, 1865.	Charleston, S. C.....
170	Charles N. Hoffer.....	Currency, wearing apparel, &c., taken by U. S. authorities.	1863.....	Corinth, Tenn .....
171	Jean M. Villien.....	Horses, hogs, &c., taken by Gen. Lawler.	Oct. 16, 1863.	St. Martin Parish, La .
172	Victoire T. Prévot....	Cotton taken by Gen. Banks.....	May 1, 1863..	Leonville, La .....
173	Elise Lebret.....	Dwelling-house destroyed, wood, corn, &c., taken by Gen. Banks.	1863.....	Bayou Sara, La .....
174	J. B. Gebelin	Wood, corn, &c., taken and buildings occupied by Gen. Butler.	Aug., 1862 ..	St. John Baptist Parish, La.
175	Eugene Mantone	Cigars, tobacco, &c., taken by U. S. authorities.	Apr. 3, 1865..	Richmond, Va .....

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$2,400 00	In. at 6 p. c	.....	Disallowed, December 8, 1883	.....	.....	.....
6,480 00	....do	.....	Disallowed, Dec. 1, 1883	.....	.....	.....
2,000 00	....do	.....	Award, $67 at 5 p. ct. from Apr. 1, 1864; made Oct. 13, 1883.	$67 00	$67 00	$134 00
1,822 50	....do	.....	Dismissed for want of jurisdiction, June 13, 1882.	.....	.....	.....
25,980 00	....do	.....	Disallowed, Oct. 8, 1883	.....	.....	.....
5,270 50	....do	.....	Award, $900 at 5 p. ct. from Apr. 1, 1864; made Nov. 16, 1883.	900 00	900 00	1,800 00
3,500 00	....do	.....	Dismissed for want of jurisdiction, June 26, 1883.	.....	.....	.....
3,520 00	....do	.....	Disallowed, Oct. 8, 1883	.....	.....	.....
8,685 00	....do	.....	Disallowed, Oct. 23, 1883	.....	.....	.....
1,800 00	....do	.....	Dismissed for want of jurisdiction, June 1, 1882.	.....	.....	.....
58,975 00	56,615 20	$115,590 20	Disallowed, Jan. 5, 1884	.....	.....	.....
1,410 00	With int..	.....	Dismissed for want of jurisdiction, Jan. 31, 1882.	.....	.....	.....
960 00	....do	.....	Disallowed, Dec. 26, 1883	.....	.....	.....
15,760 00	17,416 05	33,176 05	Award, $100; interest at 5 p. ct. from Jan. 1, 1863; made Oct. 8, 1883.	100 00	106 23	206 23
6,821 00	With int..	.....	Award, $500 at 5 p. ct. from Mar. 24, 1863; made Apr. 16, 1883.	500 00	525 55	1,025 55
2,814 00	2,110 50	4,924 50	Disallowed, Nov. 9, 1883	.....	.....	.....
1,394 00	1,045 50	2,439 50	Dismissed for want of jurisdiction, Mar. 14, 1882.	.....	.....	.....
1,416 66	With int..	.....	Award, $780 at 5 p. ct. from Nov. 1, 1865; made June 26, 1883.	780 00	718 13	1,498 13
3,005 50	3,065 61	6,071 11	Award, $178.75 at 5 p. ct. from Apr. 1, 1864; made May 28, 1883.	178 75	178 75	357 50
270,000 00	Int. at 6 p. c.	.....	Award. $10,036 at 5 p. c. from 1, 1864; made Mar. 26, 1884.	10,036 00	9,994 76	20,030 76
2,904 00	....do	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
910 00	....do	.....	Dismissed for want of jurisdiction, May 23, 1882.	.....	.....	.....
885 00	....do	.....	Disallowed, Dec. 8, 1883	.....	.....	.....
8,000 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
42,562 50	....do	.....	Disallowed, Dec. 1, 1883	.....	.....	.....
18,050 00	....do	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
4,000 00	....do	.....	Award, $800 at 5 p. ct. from Apr. 1, 1864; made Oct. 23, 1883.	800 00	800 00	1,600 00
1,243 50	....do	.....	Award, $330 at 5 p. ct. from Apr. 1, 1863; made Dec. 15, 1883.	330 00	346 50	676 50
42,750 00	....do	.....	Disallowed, Oct. 13, 1883	.....	.....	.....
2,137 50	1,603 12	3,740 62	Disallowed, Jan. 19, 1884	.....	.....	.....
19,200 00	14,400 00	33,600 00	Disallowed, June 14, 1883	.....	.....	.....
96,696 00	Int. at 6 p. c	.....	Disallowed, June 14, 1883	.....	.....	.....
2,700 00	2,754 00	5,454 00	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
1,350 50	Int. at 6 p. c	.....	Dismissed for want of jurisdiction, Apr. 6, 1883.	.....	.....	.....
4,695 94	5,071 50	9,767 40	Award, $2,020.94; interest at 5 p. ct. from May 1, 1863; made Feb. 4, 1884.	2,020 94	2,113 68	4,134 62
20,880 00	15,660 00	36,540 00	Dismissed for want of jurisdiction, May 22, 1882.	.....	.....	.....
4,630 00	3,472 50	8,102 50	Disallowed, June 14, 1883	.....	.....	.....
72,073 75	64,325 10	136,398 85	Disallowed, October 8, 1883	.....	.....	.....

EXHIBIT B.—

No.	Name of claimant.	Character of claim.	Arose when.	A
176	Aimee Lecompte	Cotton, sugar, taken by Lt. J. B. Bromley.	May 1, 1863	St. Lar
177	Jean Marie Lagarde	Cotton taken by Gen. Banks	Apr. 13, 1864	Natchi La.
178	Armand and Michael Heine.	Rent of and damages to cotton press by Gen. Butler.	Oct. 1, 1862	New O
179	François Thierville	Cotton, potatoes, &c., taken by Gen. Sherman.	1862, 1863	Shelby
180	Eloi Eugene Jacob	Imprisonment by Col. Stafford	Aug., 1862	New O
181	François Gueydan	Cotton, sugar, molasses, &c., taken by Capt. H. L. Ray.	Nov., 1862	Bayou
182	Adele E. Coulon	Horses, cattle, &c., taken by Col. Stafford.	Nov. 5, 1862	New O
183	Elie Henry Flory	Cattle, paint, &c., taken by U. S. authorities.	Dec., 1863	Fausse
184	Jean B. F. Barthelemy	Sugar, whisky, &c., taken by U. S. authorities.	Aug. 9, 1862	Donald
185	Jean B. Elissalde	Horses, flour, &c., taken by Generals Williams and Augur.	Dec., 1862	Baton
186	Stanislas Plassan	Imprisonment, &c., taken by Gen. Butler.	May, 1862	New O
187	Narcisse Demongeot	Cotton, corn, cattle, &c., taken by Gen. Fuller.	1863, 1864	Frankl
188	Marie L. Tabor	Houses and fences destroyed by Gen. Weitzel.	Oct., 1862	La Fou
189	Leda Duperon, tutrix	Sugar, cattle, &c., taken by Gen. Banks.	May, 1864	Pointe La.
190	Elise Lebret	Cotton taken and house destroyed by U. S. authorities.	July, 1864	Fancy
191	Josephine Brunet	Cotton taken and tax levied by U. S. authorities.	1863	St. Jan
192	Urbin Lamarque	Horses, cotton, taken by Gen. N. P. Banks.	Apr., 1864	Vermi
193	Bertrand Beyris	Cattle taken and fencing destroyed by Gen. Payne.	Feb. 15, 1863	Indian
194	Sophie S. Schlieder	Fences, fruit, liquor, &c., taken by U. S. authorities.	1862	Louisv
195	Aline P. C. Boulin	Rent of and damages to cotton press by Gen. Butler.	June 1, 1862	New O
196	Pierre Brunet	Horses taken and person imprisoned by U. S. authorities.	Aug. 1, 1863	Plaque
197	François B. Manuel	Horses taken and person imprisoned by Col. Sage.	Mar., 1863	Baton
198	Pierre Bourie	Lumber, &c., taken by Gen. Weitzel.	Oct., 1862	Thibod
199	Colin Juberty	Horses, carriages, &c., taken by Gen. N. P. Banks.	Apr. 20, 1863	St. Ma
200	Celeste Parenton	Barges burned by Gen. Weitzel	Oct. 26, 1862	Bayou
201	Anchel Karppe	Sugar, tobacco, &c., taken by Gen. Sherman.	Feb., 1864	Hillsb
202	Claude Waller	Merchandise taken and person injured by Gen. Weitzel	Apr., 1861	Terre I
203	Antoine Pflster	House and contents destroyed by U. S. authorities.	....do	.....
204	Josephine Brunet	Cotton, horses, &c., taken by U. S. authorities.	.....	.....
205	Clara Lacaze, tutrix	Leather taken by Gen. N. P. Banks	Sept., 1864	St. Ma
206	Jean Jeannaud	Cotton taken by Gen. N. P. Banks	Apr. 16, 1864	Rapide
207	Rose F. Nepreux, tu'x	Steamboat, horse, taken by Gen. Franklin.	May, 1863	St. Ma
208	Elizabeth Pujol	Dwelling-house, &c., destroyed by Gen Williams.	Aug., 1862	Baton
209	Adelaide C. Lenormand.	Cotton taken by Gen. N. P. Banks	May, 1864	Mansfi
210	Lewis Delmas	Horse, sugar, &c., taken by U. S. authorities.	1861–1866	.....
211	G. A. Le More & Co	Cotton taken by U. S. authorities	June 22, 1864	Monro
212	Vincent Avet	Rent and damages to property by Col. Sheldon.	Dec., 1862	Plaque
213	James Madison Wells, administrator.	Sugar and molasses taken by Gen. Banks.	Apr., 1864	Alexan
214	Theodore Valade	Cotton, horses, &c., taken by Col. Chickering.	..do	St. Lan
215	Bertrand Labat	Dry goods, &c., taken by U. S. authorities.	Aug. 1, 1863	St. Cha

the United States.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$1,920 00	$2,014 00	$3,934 00	Disallowed, October 8, 1883			
166,250 00	With int.		do			
60,170 52	With int.		Disallowed, Jan. 26, 1884			
2,750 00	2,970 00	5,720 00	Dismissed for want of jurisdiction, April 16, 1883.			
14,000 00			Disallowed, Nov. 9, 1883			
54,237 00	Int. at 6 p. c		Disallowed, Jan. 26, 1884			
21,270 00	do		Disallowed, June 27, 1882			
8,022 83	do		Dismissed for want of jurisdiction, Apr. 6, 1883.			
2,673 25	do		Disallowed, Oct. 13, 1883			
4,950 00	do		Award, $130, at 5 p. ct. from Aug. 6, 1863; made Dec. 1, 1883.	$130 00	$134 22	$264 22
60,000 00	do		Dismissed for want of jurisdiction, June 1, 1882.			
50,910 00	57,273 75	108,183 75	Dismissed for want of prosecution, June 4, 1883.			
128,455 00	96,341 25	224,796 25	Award, $850, at 5 p. ct. from Jan. 1, 1863; made Oct. 8, 1883.	850 00	902 98	1,752 98
3,953 00	2,964 75	6,917 75	Dismissed for want of prosecution, June 4, 1883.			
148,750 00	63,750 00	212,500 00	Disallowed, Nov. 16, 1883			
4,800 00	3,600 00	8,400 00	Disallowed, Oct. 8, 1883			
2,536 00	2,028 80	4,564 80	Award, $100, at 5 p. ct. from May 1, 1864; made Dec. 8, 1883.	100 00	99 59	199 59
10,225 00	7,668 75	17,893 75	Dismissed for want of prosecution, June 4, 1883.			
4,630 13	Int. at 6 p. c		Dismissed for want of jurisdiction, July 6, 1881.			
10,611 50	do		Award, $3,500, at 5 p. c. from Jan. 1, 1865; made Mar. 15, 1883.	3,500 00	3,368 15	6,868 15
2,485 00	1,863 00	4,348 00	Dismissed for want of jurisdiction, July 6, 1881.			
972 00	729 37	1,701 37	Award, $260, at 5 p. c. from June 1, 1864; made Mar. 5, 1883.	260 00	25783	517 83
327 00	245 25	572 25	Dismissed for want of jurisdiction, July 6, 1881.			
5,276 00	3,957 00	9,233 00	Award, $500 at 5 p. ct. from Jan. 1, 1865; made Dec. 8, 1883.	500 00	481 17	981 17
2,000 00	1,500 00	3,500 00	Dismissed for want of jurisdiction, Mar. 14, 1882.			
11,341 00	Int. at 6 p. c		Dismissed for want of prosecution, June 4, 1883.			
60,500 00	47,000 00	107,500 00	Disallowed, Oct. 8, 1883			
600 00	With int.		Dismissed for want of prosecution, June 4, 1883.			
5,355 00	do		Disallowed, Oct. 13, 1883			
3,256 00	3,176 00	6,432 00	Disallowed, Dec. 8, 1883			
46,290 00	With int.		Award, $6,693 at 5 p. ct. from June 1, 1864; made Dec. 8, 1883.	6,693 00	6,637 07	13,330 07
1,250 00	1,290 16	2,540 16	Dismissed for want of prosecution, July 2, 1883.			
4,265 00	4,762 10	9,027 10	Award, $850 at 5 p. ct. from Apr. 1, 1863; made Feb. 4, 1884.	850 00	892 50	1,742 50
32,760 00	31,871 00	64,631 00	Dismissed for want of prosecution, June 4, 1883.			
738 50	With int.		Dismissed for want of jurisdiction, July 6, 1881.			
300,160 40	Int. at 6 p. c		Dismissed for want of jurisdiction, Mar. 26, 1884.			
1,490 00	do		Dismissed for want of jurisdiction, Mar. 7, 1882.			
20,932 00	do		Disallowed, Jan. 5, 1884			
54,315 00	do		Award, $1,600 at 5 p. ct. from July 1, 1863; made Mar. 11, 1884.	1,600 00	1,660 06	3,260 06
2,223 75	do		Disallowed, Oct. 23, 1883			

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
216	Albin Rochereau	Taxes levied by Gens. Butler and Banks.	Aug. 11, 1862 Sept. 7, 1863	New Orleans, La
217	Gustave Thomas	Cotton taken by Gen. McArthur	1864	Yazoo County, Miss
218	Pierre P. Pouisson	Cotton taken by Gen. N. P. Banks	Mar. and Apr., 1864.	Natchitoches Parish, La.
219	Baptiste St. Arromant	Mules, wood, &c., taken by U. S. authorities.	Sept., 1864	Jefferson Parish, La
220	Eugene Rochereau	Taxes levied by Gen. Butler	Aug. 11, 1862.	New Orleans
		Taxes levied by Gen. Banks	Sept. 7, 1863.	do
221	Clement L. Fellon	House, furniture, &c., destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsville, La
222	Joseph V. Darmure	House, furniture, &c., destroyed by Lieut. Perkins.	July 15, 1861	Indian Village, La
223	do	Mules taken by Lieut. Downs	Apr. 1, 1864	do
224	do	Cotton taken by Maj. Gen. Banks.	Apr. 23, 1864	Natchitoches Parish, La.
225	Jean Eugene Feray	Horses, cattle, produce, &c., taken and person imprisoned by Col. W. Sayles.	Sept., 1862, and Nov., 1864.	Ascension Parish, La.
226	Jean Pierre Gueydan	Cotton, cattle, &c., taken by Lieut. Bailey, general order Capt. Sprague *et al.*	Sept., 1862, and May and Nov., 1863.	Iberville and St. Martin's Parishes, &c.
227	Charles Guerineau	Merchandise taken by U. S. naval vessels.	June, 1861	Mouth of Mississippi River.
228	Cassé B. Castex	Cattle and cotton taken by Gen. Franklin.	Apr. and Dec., 1863.	St. Martin Parish, La
229	Antoine Tourres	Horses, cotton, &c., taken by Gen. Lee and Gen. Banks.	Mar. 30, '64, & Apr. 23, '64	Natchitoches Parish, La.
230	Jean F. H. Blanchy	Household furniture, &c., destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La
231	Emelie A. Cardaillac	Rent and damages of house	Jan. 20, '63, to July 20, '64.	Brashear City, La
232	Antoine Lacoste	Horses, coal, tools, &c., taken by 19th corps, U. S. A.	Mar. 15, 1863	Vermillionville, La
233	Emile E. Hauguel, administrator.	Cotton, cattle, &c., taken by U. S. troops.	About 1863	Leonville, La
234	Bernard Suberbielle, executor.	Sugar and molosses taken by Gen. Banks; sugar taken by Capt. Jones.	Apr., 1863; Feb., 1864.	St. Martin Parish, La.
235	Jacques Delille	House and furniture destroyed by Col. Kimball.	Feb., 1864	Mandeville, La
236	Frozine de l'Hoste	Cotton, cattle, &c., taken by Gen. Banks.	May, 1864	Concordia Parish, La
237	Aimée M. Hervein	Horses, mules, &c., taken by Gen. Banks.	Apr. 16, 1863	New Iberia, La
238	Jean E. Chauvin, administrator.	Horses taken by soldiers under Gen. Banks.	May 20, 1864	Avoyelles Parish, La
239	Hyppolite Patout, administrator.	Cotton, &c., taken and destroyed by Gen. Banks and Gen. Franklin.	1863–1864	Bayou Teche, La
240	Alfred Plaissance, administrator.	Horses, cotton, &c., taken by Gen. Butler.	Fall of 1862	St. James Parish, La
241	Thomas Lafferty, administrator.	Cotton, corn, &c., taken by Gen. Steele's command.	Sept. 10, 1863	Pulaski County, Ark
242	Augustin Gachot	Buggies, clothing, tools, &c., taken by Gen. Steele's command.	Apr., 1864	Camden, Ark
243	Samuel E. Loeb	Cotton taken by Gen. Banks and Admiral Porter.	Mar. to July, 1864.	Avoyelles Parish, La.
244	Jean Marie Tatin	Sugar, wine, &c., taken by Gen. Banks; also imprisonment.	May 15, 1864	Marksville, La
245	Bernard Lapléne	Sugar, money, &c., taken by Gen. Banks.	Apr. & Nov., 1863.	New Iberia, La
246	Alexander Grille	Vegetables taken and property occupied by Gen. Dudley.	Aug. 24, '62; Sept. 20, '62	Jefferson Parish, La
247	Alexander St. Martin	Molasses taken and property occupied by 21st Indiana.	Aug. 12, 1862.	New Orleans
248	Widow J. V. Juge	Houses and contents destroyed by Admiral Farragut.	July 1, 1863	Donaldsonville, La
249	Joseph N. Coquelet	Fences, hay, and vegetables destroyed by Gen. Dudley.	Aug. 24, 1862.	Jefferson Parish, La
250	Ferol Regard, curator	Houses, &c., destroyed by Gen. Banks.	May 16, 1864	Mansura, La
251	Augustus Burleigh, administrator.	Buggy, mules, &c., taken by Gen. Banks; cotton taken by Lieut. Conlin.	Apr. 20, 1863; May 4, 1863	St. Landry Parish, La

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$5,714 28	Int. at 6 p. c.		Disallowed, Jan. 5, 1884			
61,000 00	.. do		Disallowed, Feb. 9, 1884			
33,075 00	. do		Disallowed, Oct. 8, 1883			
1,940 00	....do		Award, $500 at 5 p. ct. from Jan. 1, 1865; made Apr. 16, 1883.	$500 00	$481 17	$981 17
714 28	....do		Award, $714.28 at 5 p. ct. from Aug. 11, 1862.	714 28	772 79	2,935 69
714 28	....do		Award, $714.28 at 5 p. ct. from Sept. 7, 1863; made Dec. 15, 1883.	714 28	734 34	
13,300 00	....do		Disallowed, Oct. 13, 1883			
6,947 00	$7,100 00	$14,047 00	Dismissed for want of jurisdiction, Dec. 18, 1882.			
200 00	201 00	401 00	.....do			
4,303 36	4,303 36	8,606 72	.....do			
16,971 00	19,212 78	36,183 78	Award, $500 at 5 p. ct. from Dec. 1, 1864; made Oct. 13, 1883.	500 00	483 29	983 29
100,365 00	Int. at 6 p. c		Award, $20,000 at 5 p. ct. from June 1, 1863; made Jan. 26, 1884.	20,000 00	20,832 87	40,832 87
507 67	....do		Disallowed, Oct. 26, 1882			
4,013 00	4,653 82	8,666 82	Award, $1,186.67 at 5 p. c. from Apr. 1, 1864; made Dec. 8, 1883.	1,186 67	1,186 67	2,373 34
7,596 51	8,508 08	16,104 59	Award, $720 at 5 p. c. from June 1, 1864; made Dec. 8, 1883.	720 00	713 99	1,433 99
2,169 00	3,913 00	6,082 00	Disallowed. Oct. 13, 1883			
1,317 40	1,583 32	2,900 72	Dismissed for want of jurisdiction, Mar. 10, 1882.			
6,270 00	7,489 95	13,759 95	Award, $850 at 5 p. c. from Apr. 1, 1864; made Oct. 8, 1883.	850 00	850 00	1,700 00
26,205 62	Int. at 6 p. c		Award, $4,783.31 at 5 p. c. from May 1, 1863; made Apr. 28, 1883.	4,783 31	5,002 82	9,786 13
8,935 62	....do		Disallowed, Nov. 2, 1883			
2,976 00	....do		Dismissed for want of jurisdiction, Apr. 6, 1883.			
61,985 00	.. do		Disallowed Nov. 9, 1883			
2,062 00	.. do		Award, $200 at 5 p. c. from Apr. 1, 1864; made Oct. 23, 1883.	200 00	200 00	400 00
300 00	... do		Award, $150 at 5 p. c. from June 1, 1864; made Oct. 8, 1883.	150 00	148 75	298 75
67,945 35	....do		Dismissed for want of jurisdiction, Jan. 19, 1884.			
4,242 50	....do		Dismissed for want of prosecution, June 4, 1883.			
6,470 00	11,322 50	17,792 50	Award, $400 at 5 p. c. from Apr. 1, 1864; made Nov. 16, 1883.	400 00	400 00	800 00
1,602 35	With int		Award, $430 at 5 p. c. from Apr. 1, 1864; made Apr. 16, 1883.	430 00	430 00	860 00
311,600 00	233,700 00	545,300 00	Dismissed for want of jurisdiction, Jan. 3, 1882.			
5,027 06	4,490 16	9,517 22	Dismissed for want of jurisdiction, Mar. 10, 1882.			
4,018 00	Int. at 6 p. c		Disallowed, Nov. 23, 1883			
4,400 00	.. do		Dismissed for want of jurisdiction, Mar. 10, 1882.			
1,740 00	2,118 80	3,858 80	Award, $120 at 5 p. c. from Apr. 1, 1864; made Nov. 2, 1883.	120 00	120 00	240 00
5,000 00	5,825 00	10,825 00	Dismissed for want of jurisdiction, Dec. 18, 1882.			
3,160 00	Int. at 6 p. c		Award, $275 at 5 p. c. from Apr. 1, 1864; made Oct. 30, 1883.	275 00	275 00	550 00
47,867 60	.. do		Disallowed, Jan. 19, 1884			
9,616 00	With int		Award, $2,450.25 at 5 p. c. from May 4, '63; made Nov. 16, '83.	2,450 25	2,561 68	5,011 93

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
252	Caroline Follain	Cotton, horses, &c., taken by order of Lieut. Col. Sargent and Lieut. Conlin.	Apr. & May, 1863.	St. Landry Parish, La
253	Henriette Levy, widow and tutrix.	Cotton taken by Capt. F. G. Pope.	Apr., 1863	Avoyelles and St. Landry Parishes, La.
254	Bertrand Laguens	Flat-boat, cotton, corn, &c., taken by Gen. Williams.	July 12, 1864.	Canal Point, above Vicksburg, Miss.
255	Jean Petit	Damages for loss of business, and imprisonment by Col. French.	June 29, 1862, to June 29, 1866; Aug. 29, 1862.	New Orleans
256	Andre Mailles	Houses, &c., destroyed by Col. Sayles.	Jan. 28, 1865	Bayou Goula, La
257	Lucien Grandeury	Money, jewelry, &c., taken by Wilson's Zouaves; house damaged; personal injuries.	Dec. 19, 1862	St. James Parish, La
258	Jean Senac	House destroyed and horses and cattle taken by Gen. Franklin.	Dec., 1863	New Iberia, La
259	Louis Charrie	Cotton taken by Capt. Perkins	May 16, 1863.	St. Landry Parish, La.
260	Pierre Alcide Hamel	Horse, &c., taken by Maj. Remington.	Aug. 2, 1864	St. Gabriel, La
261	Evelina Poissot *et al*	Corn, &c., burned by Gen. Banks	Apr. 23, 1864.	Natchitoches Parish, La.
262	Arnaud V. Caresse	Sugar, cotton, &c., taken by Gen. Banks.	In 1864	St. Martin Parish, La., &c.
263	Ferdinand Cais	Property taken and destroyed by U. S. naval and military forces.	Aug. 9, 1862	Donaldsonville, La
264	François C. Demier	Brick-yard, hay, and oats destroyed by Col. Holcombe.	June and Sept., 1864	Jefferson Parish, La
265	Mary Debarbièris	Arms taken and business damaged by Gen. Butler.	Aug., 1862	New Orleans
266	Narcisse J. Meunier	House, furniture, &c., destroyed by Gen. Sherman.	About Dec., 1864.	Chatham County, Ga
267	Pierre Heugas	Horse taken by Gen. Canby	June 26, 1865.	New Orleans
268	Louis Barron	House, furniture, &c., destroyed by Gen. Banks.	Feb., 1863	East Baton Rouge, La.
269	Louis Bonnemar	Use and damage of "Pittsburg Hotel" by M. de la Colleja for U. S. troops.	Aug. 27, 1862, to May 2, 1863.	New Orleans
270	Henry René	Mare taken by Col. E. Bacon; sugar taken by Col. Sage.	Oct. 21, 1863, and June, 1863.	Pointe Coupée, La
271	Eugene de Juge	Contents of store, groceries, &c., taken by Gen. Banks and Gen. Franklin.	Apr. 15 and May 20, 1863.	Isle Piquante and Abbeville, La.
272	William Means, ex'r	Timber destroyed by Gen. Lew Wallace.	Aug., 1862	Kenton County, Ky
273	Elizabeth Mangon	Claret and hogshead stave-boards taken by U. S. gunboats.	Close of 1862 to spring of 1864.	Near Fleming's Landing, Ark.
274	M. and E. Landry	Goods, groceries, &c., taken by Gen. Banks and Gen. Franklin.	1863–1865	Morgan City, La
275	Joseph Block	Cotton, sugar, &c., taken by Gen. Banks; tobacco, &c., taken by U. S. soldiers.	Apr. 20, 1863; Apr. 21, 1863.	Opelousas, La
276	Jean Chanel	Potatoes and steamboat taken by troops under Gen. Davidson, &c.	1863, 1862–1866.	Devall's Bluff, Ark.; New Orleans.
277	Joseph Sullice	Cotton, &c., taken by Capt. Pope and Gen. Franklin.	May 1, 1863, and Dec. 13, 1863.	St. Martinville and St. Landry, La.
278	Julien Provent, adm'r	Horses, cattle, &c., taken by U. S. soldiers.	Apr., 1863	Opelousas, La
279	Laurent Lacassagne	Horses taken by Capt. Bainbridge	Sept. 13, 1862.	Magnolia Garden, La
280	Nicholas J. Marechal	Wood, groceries, &c., taken by Gen. Banks.	May 15–20, 1864.	Cassandria, La
281	Mrs. Joseph E. Garaudy.	One-seventh interest in schooner taken by U. S. soldiers.	May, 1862	Near Bay St. Louis, La.
282	Blèze Mote	Horses and hunting guns taken by Capt. Bunker or Buckner.	May 3, 1863	Washington, La
283	Cassagnabère & Prieur	Timber and vegetables taken by United States.	Oct. 1, 1862	Fort Pickering, Tenn.
284	François Omer	Hogs taken by Gen. Curtis	May 1, 1862	Batesville, Ark

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$33,400 00	With int..	.....	Award, $11,270.74 at 5 p. c. from Apr. 1, 1864; made Oct. 14, 1884.	$11,277 74	$11,270 74	$22,541 48
51,232 50	Int. at 6 p. c	.....	Dismissed for want of jurisdiction, Jan. 19. 1884.	.....	.....	.....
10,370 00	... do	.....	Disallowed, June 4, 1883	.....	.....	.....
105,040 00	....do	.....	Award, $2,865 at 5 p. c. from Apr. 1, 1863; made Feb. 23, 1884.	2,865 00	3,008 25	5,873 25
5,085 00	... do	.....	Disallowed, Dec. 8, 1883.....	.....	.....	.....
5,723 75	....do	.....	Dismissed for want of jurisdiction, Dec. 18, 1882.	.....	.....	.....
4,778 00	$5,446 92	$10,224 92	Award, $713 at 5 p. c. from Apr. 1, 1864; made Nov. 16, 1883.	713 00	713 00	1,426 00
2,054 53	Int. at 6 p. c.	.....	Award, $1,161.53 at 5 p. c. from July 8, 1865; made Oct. 30, 1883.	1,161 53	1,087 87	2,249 40
230 00	....do	.....	Award, $150 at 5 p. c. from Aug. 2, 1864; made Oct. 26, 1883.	150 00	147 48	297 48
11,772 00	With int ..	.....	Disallowed, Apr. 16, 1883	.....	.....	.....
64,675 00	54,973 75	119,648 75	Award, $1,065 at 5 p. c. from July 1, 1864; made Jan. 5, 1884.	1,065 00	1,051 73	2,116 73
6,652 50	With int..	.....	Disallowed, Oct. 13, 1883.....	.....	.....	.....
5,079 00	Int. at 6 p. c.	.....	Disallowed, Feb. 4, 1884	.....	.....	.....
3,555 00	With int...	.....	Dismissed for want of jurisdiction, Apr. 16, 1883.	.....	.....	.....
5,899 75	5,663 68	11,563 43	Award, $900 at 5 p. c. from Apr. 1, 1864; made June 4, 1883.	900 00	900 00	1,800 00
450 00	Int. at 6 p. c.	.....	Award, $100 at 5 p. c. from Aug. 1, 1865; made Oct. 26, 1882.	100 00	93 33	193 33
3,650 00	3,942 00	7,592 00	Disallowed, Oct. 8, 1883	.....	.....	.....
1,592 50	Int. at 6 p. c.	.....	Award, $700 at 5 p. c. from June 1, 1863; made Dec. 15, 1883.	700 00	729 15	1,429 15
1,123 00	...do	.....	Award, $300 at 5 p. c. from Apr. 1, 1864; made Dec. 15, 1883.	300 00	300 00	600 00
3,000 00	2,500 00	5,500 00	Dismissed for want of jurisdiction, Feb. 21, 1882.	.....	.....	.....
6,000 00	6,720 00	12,720 00	Award, $1,500 at 5 p. c. from Jan. 15, 1863; made Oct. 26, 1882.	1,500 00	1,590 62	3,090 62
15,500 00	15,810 00	31,310 00	Award, $315 at 5 p. c. from Apr. 1, 1864; made Apr. 28, 1883.	315 00	315 00	630 00
2,500 00	1,875 00	4,375 00	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
68,454 00	51,340 50	119,794 50	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
34,644 00	35,769 93	70,413 93	Disallowed, Oct. 13, 1883.....	.....	.....	.....
7,226 00	Int. at 6 p. c.	.....	Dismissed for want of jurisdiction, July 6, 1881.	.....	.....	.....
4,638 00	....do	.....	Award, $600 at 5 p. c. from Nov. 1, 1863; made Jan. 3, 1883.	600 00	612 41	1,212 41
6,500 00	...do	.....	Award, $250 at 5 p. c. from Sept. 13, 1862; made June 6, 1882.	250 00	269 31	519 31
3,740 00	4,170 10	7,910 10	Disallowed, Nov. 23, 1883	.....	.....	.....
2,428 57	Int. at 6 p. c.	.....	Dismissed for want of jurisdiction, Dec. 18, 1882.	.....	.....	.....
298 00	350 00	648 00	Award, $128 at 5 p. c from June 1, 1863; made Jan. 27, 1883.	128 00	133 32	261 32
7,783 75	Int. at 6 p. c.	.....	Award, $1,257 at 5 p c. from May 8, 1863; made June 14, 1883.	1,257 00	1,313 45	2,570 45
200 00	With int ..	.....	Award, $115 at 6 p. c. from Jan. 1, 1863; made Jan. 12, 1882.	115 00	123 50	238 50

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
285	Antoine Pfister	House, furniture, and schooner burned by Gen. Weitzel.	July 10, 1863	Donaldsonville, La
286	Louis Dalmas	Horses, carts, &c., taken by Gen. Weitzel.	Aug. 9, 1862	do
287	Eugene Bourgeois	Beds, blankets, &c., taken by Capt. Hawk and Col. Sales.	Sept. 29, '64, and Jan. 27 and Feb. 13, 1865.	Bayou Goula, La
288	Mrs. Chretien Ebel	Damages to furniture and husband caused by officers of gunboat "Burton."	July, 1862	Plaquemine, La
289	Jean Milhas	Cattle and sheep taken, &c., by Gen. Banks.	May, 1864	Rapides Parish, La
290	Madame Julie Chaix, *et al.*	Crops, &c., destroyed by Gen. Dow, Gen. Phelps, and Gen. Sherman.	1862 and 1863	Near Camp Parapet, La.
291	Marie Belloc	Houses, fencing, &c., destroyed by U. S. military authorities.		Baton Rouge, La
292	Flore Petifils, adm'x	Steamboat "Hope" burned by Capt. McGee.	Mar. 24, 1863	False River, La
293	Albin M. de Grilleau	Occupation of property by Col. Holabird.	May 20, '62, to Aug. 31, 1863.	New Orleans
294	Pierre Grand	Detention of ship "Bella Cubana" by U. S. military authorities.	Sept. 10, 1864	do
295	Jean Berthin	Oxen taken by Capt. Dennison	Oct. 1, 1863	Point Coupée, La
296	Dominique Bertin	Oxen, horses, &c., taken by Capt. Sheldon, and personal confinement.	Oct., 1863	Port Hudson and New Orleans, La.
297	Widow L. D. de Blanc, adm'x.	Cattle, mules, sugar, taken by Maj. Pellett and Capt. Smith.	April, 1863	St. Landry and St. Martin's Parishes, La.
298	Isaac J. Picard	Occupation of property and destruction of rosin.	Jan. 1 to July 1, 1865.	Mobile, Ala
299	Victor Colliau	Groceries, dry-goods, &c., taken by U. S. soldiers.	March, 1863	Wytheville, Va
300	Ambroise N. Lucas	Cotton, timber, &c., destroyed by Capt. Fitch and gunboat "Alliance."	April, June and Oct., '63	St. Mary's and other Parishes, La.
301	Pierre Loustanau	Cattle, lumber, fences, &c., taken by Lieut. F. E. Smith.	April, 1863	Brashear City, La
302	François Petitfils	Potatoes, hay, &c., taken by Gen. Dudley.	Sept. 12, 1862	Jefferson Parish, La
303	Emmanuel Chol	Horses, cattle, &c., taken by Maj. Williamson.	Oct. 31, 1862	La Fourche Parish, La.
304	Henry Geist	Cotton taken by Gen. Canby	Apr. 12, 1865	Mobile, Ala
305	Joseph Siegfried	House destroyed by U. S. authorities.	July, 1862	St. Charles's Parish, La.
306	Jules Dupont, adm'r	Death of François Dupont caused by Capt. Perkins.	Dec. 19, 1862	Donaldsonville, La
307	Victor Ruotte	Cows, calves, taken by Gen. Franklin.	Sept., 1863	La Fayette Parish, La.
308	Aglae L. Laborde	Horses, &c., taken by Gen. Butler.	Sept., 1862	New Orleans, La
309	Arthur Ravelet	Cotton taken by Gen. R. S. Canby.	Apr. 21, 1865	Mobile, Ala
310	Jules Victor Dormier.	Dry-goods, clothing, &c., taken by U. S. authorities.	Sept 2.2, 1862	St. James's Parish, La.
311	Joseph S. Lasbennes	Horses taken by Capt. Bradley	May 20, 1864	Baton Rouge, La
312	Estelle M. Véque	Crops destroyed by U. S. authorities.	April, 1862	Jefferson Parish, La
313	Pierre S. Wiltz, adm'r.	Destruction of property, and person imprisoned by U. S. authorities.	Oct. 8, 1862	New Orleans, La
314	Jean Colomes	Wine, &c., taken by U. S. authorities.	Dec., 1864	Mobile, Ala
315	Raymond Vallet	Sugar, &c., taken by Gen. Banks	April, 1863	New Iberia, La
316	Jean Strenna	Cotton, tar, &c., taken by Gen. Grover.	May 15, 1864	St. Tammany Parish, La.
317	Jean Strenna	Arrest and imprisonment by Gen. Grover.	do	New Orleans, La
318	Joseph Brugère	Loss of property by decree of U. S. Court.	Mar. 19, 1874	do
319	Jean M. Heriard	Cotton, flat-boat, &c., taken by U. S. authorities.	Jan., 1865	Grand Lake, La

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$528 00	$396 00	$924 00	Dismissed for want of jurisdiction, June 6, 1882.			
703 70	527 67	1,231 37	Disallowed, Nov. 13, 1882			
3,228 25	2,421 20	5,649 45	Dismissed for want of jurisdiction, March 14, 1882.			
2,150 00	1,612 00	3,762 00	Disallowed, Oct. 8, 1883			
15,418 50	With int		Disallowed, Nov. 2, 1883			
13,230 00	13,560 75	26,790 75	Award, $550 at 5 p. c. from Apr. 1, 1864; made Oct. 13, 1883.	$550 00	$550 00	$1,100 00
6,800 00	Int. at 6 p. c.		Disallowed, Oct. 8, 1883			
8,050 00	With int		Award, $1,000 at 5 p. c. from Apr. 1, 1863; made Oct. 30, 1883.	1,000 00	1,050 00	2,050 00
2,041 90	Int. at 6 p. c.		Disallowed, Oct. 26, 1882			
8,969 09	do		Award, $370 at 5 p. c. from Oct. 1, 1814; made Oct. 23, 1883.	370 00	360 73	730 73
1,140 00	do		Dismissed for want of jurisdiction, Mar. 7, 1882.			
6,640 00	do		Dismissed for want of jurisdiction, July 6, 1881.			
322,817 00	do		Disallowed, Jan. 19, 1884			
21,250 00	do		Disallowed, Nov. 16, 1883			
6,000 00	do		Withdrawn, Oct. 21, 1882			
8,609 50	do		Dismissed for want of jurisdiction, Mar. 10, 1882.			
1,157 20	do		do			
5,370 00	do		do			
1,275 00	do		do			
690,000 00	do		Disallowed, Mar. 11, 1884			
850 00	do		Disallowed, Jan. 5, 1884			
10,000 00	do		Disallowed, Nov. 2, 1883			
1,925 00	do		Disallowed, Oct. 23, 1883			
1,200 00	do		Disallowed, June 14, 1883			
3,240 12	3,434 52	6,674 64	Award, $1,823.33 at 5 p. c. from Jan. 1, '65; made Nov. 23, '83.	1,823 33	1,754 65	3,577 98
10,646 80	Int. at 6 p. c.		Dismissed for want of jurisdiction, Mar. 10, 1882.			
900 00	do		Award, $125 at 5 p. c. from Apr. 1, 1864; made Dec. 15, 1883.	125 00	125 00	250 00
1,138 50	do		Dismissed for want of jurisdiction, Dec. 18, 1882.			
57,000 00	With int		Dismissed for want of jurisdiction, May 3, 1883.			
2,675 25	Int. at 6 p. c.		Disallowed, Oct. 23, 1883.			
1,880 00	do		do			
72,630 00	With int		Disallowed, June 26, 1883			
30,000 00	do		Award, $100 at 5 p. ct. from July 15, 1864; made June 26, 1883.	100 00	98 57	198 57
50,650 23	Int. at 6 p. c		Dismissed for want of jurisdiction, June 17, 1882.			
2,940 00	2,866 40	5,806 40	Dismissed for want of jurisdiction, May 3, 1883.			

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
320	Jean B. Mellini	Cotton, &c., destroyed by Capt. Johnson.	Aug., 1864	Pierrepont, La
321	Ferdinand Venissat	Horses, cattle, &c., taken by Capt. Williamson.	Aug., 1862	Labadieville, La
322	Aurelia Gauthier	Sugar, molasses, &c., taken by Gen. Banks.	Apr., 1863	St. Martinsville, La
323	Pierre Nougué	Hay, cattle, &c., taken by Col. Stephen Thomas.	Nov. 5, 1862	Algiers, La
324	Alexis F. Bareyre	Cotton, &c, taken by Gen. Banks.	Apr., 1864	Grand Ecore, La
325	Jean B. Duchein	Lumber taken by Gen. Banks	Dec. 7, 1863	Baton Rouge, La
326	Josephine Billiard, widow and tutrix.	Contents of coffee-house taken by troops of Gen. Banks.	Aug., 1861	do
327	Gabriel Lafarque	Contents of tailoring establishment taken and person maltreated by troops of Gen. Banks.	Nov., 1865	do
328	Jean Berdou	Horses taken by Maj. Cutler and Corporal Cunan.	July 1, 1864, and Nov. 12, 1862.	Thibodeaux, La
329	Wid. François L. Vial	Horses, cattle, &c., taken by U. S. troops.	Aug. 29, 1862	St. Charles Parish, La.
330	Jean J. M. Pepin	Contents of jewelry store taken by Admiral Porter.	Aug. 24, 1862	Bayou Sara, La
331	Ambroise Rougeau	Houses, &c., destroyed by U. S. naval forces.	Aug. 9, 1862	Donaldsonville, La
332	Jules Oscar Piat	Horses, carts, &c., taken by U. S. troops.	Apr., 1863	La Fayette, La
333	Remy Jardel	Buildings burned by Maj. Dowling.	Aug. 9, 1863	Donaldsonville, La
334	Pierre Maille	Horses, cows, and hogs taken by Gen. Banks.	Apr., 1863	Near New Iberia, La
335	Pierre Francioni	Schooner, cotton, &c., taken by gunboat "Quaker City."	Mar. 14, 1865	On Texas coast, near Rio Grande.
336	Michel Vidailhet	Corn, indigo, &c., taken by Gen. Banks.	Apr., 1863	Near Youngsville, La.
337	Andrie F. Briengue	Contents of hotel, drinking-saloon, &c., taken by Col. Saylea.	About Jan. 28, 1863.	Bayou Goula, La
338	Claudius Maurin	Sugar and molasses taken by gunboats "Switzerland," "Albatross," and "Hartford"	Apr. 23, 1863, and May 16, 1863.	Bayou Sara and Waterloo, La.
339	Etienne Derbec	Damage to newspaper establishment by Gen. McDowell.	Apr. 15, 1865, to May 4, 1865.	San Francisco, Cal
340	François X. Menetre	Occupation of his place of business by U. S. military authorities.		Kennerville, La
341	Bertrand Labardens	Cattle taken and imprisonment by U. S. authorities.	Dec. 11, 1864	Pascagoula River, Miss.
342	Simon Block	Injuries to person by Col. Harris	Sept. 20, 1864	Brashear City, La
343	L. J. B. Delcazal, administrator.	Merchandise taken by U. S. military authorities.	July, 1862, to July, 1864.	Jefferson Parish, La
344	René Marie J. Vallée.	Personal property, &c, taken by Capt. Steele, 12th Illinois Cavalry.	Sept. 8, 1864	Iberville Parish, La
345	Charles Claude Bertrand.	House, personal property, and merchandise destroyed by Gen. Banks.	Apr. 23, 1864	Cloutierville, La
346	Philippe Bouron	Merchandise, guns, &c., taken by U. S. soldiers.	May 16, 1862	New Orleans, La
347	Nicolas Drouet	Yacht "Juliana" taken by Rear-Admiral Renshaw.	Nov. 12, 1862	Near Galveston, Tex.
348	Louise Courouleau, administratrix.	Horses, cow., &c., taken by U. S. authorities.	Sept. & Oct., 1862.	Greenville, La
349	Louis Paysse	Horses, mules, and cows taken by Gen. Banks.	Mar. 1863	Gentilly, La
350	Laurent Duchen	Horses, &c., taken, and imprisonment by Gen. Butler.	Aug. 21, 1862	Carrollton, La
351	Victor Rousseau	Horse, wagon, merchandise, &c., taken by Gen. Banks.	May, 1863	Plaquemine, La
352	Theophile Francois	Horse, merchandise, &c., taken by Gen. Banks.	do	do
353	Louis and Marie Castelain.	Loss of gold, land, and personal injuries caused by U. S. soldiers.	Apr. 20, 1864	Cairo, Ill
354	Joseph Cornibe and *Joseph Le Blanc.*	Houses, stables, &c., destroyed by Gen. Phelps.	1862	Jefferson Parish, La

he United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$13,550 00	$13,550 00	$27,100 00	Dismissal for want of jurisdiction, May 3, 1883.			
10,870 00	12,174 40	23,044 40	do			
6,375 00	6,630 00	13,005 00	Disallowed, Oct. 13, 1883			
8,900 00	Int. at 6 p. c.		Award, $600 at 5 p. ct. from Nov. 5, 1862; made Jan. 3, 1883.	$600 00	$642 08	$1,242 08
41,100 00	32,300 00	73,400 00	Disallowed, Oct. 13, 1883			
550 00	592 00	1,142 00	Dismissed for want of jurisdiction, Feb. 21, 1882.			
1,500 00	1,710 00	3,210 00	do			
11,158 50	10,681 60	21,840 10	Disallowed, Oct. 13, 1883			
800 00	Int. at 6 p. c.		Dismissed for want of jurisdiction, Dec. 18, 1882.			
3,962 00	do		Award, $1,000 at 5 p. c. from Apr. 1, 1863; made Nov. 23, 1883.	1,000 00	1,050 00	2,050 00
987 00	do		Disallowed, Nov. 2, 1883			
2,668 00	do		do			
2,089 00	do		Disallowed, Dec. 15, 1883			
3,000 00	do		Disallowed, Nov. 2, 1883			
500 00	375 00	875 00	Award, $300 at 5 p. ct. from Apr. 1, 1864; made Mar. 15, 1883.	300 00	300 00	600 00
8,845 00	6,633 75	15,478 75	Dismissed for want of jurisdiction, Mar. 14, 1882.			
1,243 00	Int. at 5 p. c.		Award, $400 at 5 p. ct. from May 1, 1863; made Feb. 20, 1883.	400 00	418 36	818 36
8,077 50	6,557 00	14,634 50	Award, $300 at 5 p. ct. from Apr. 1, 1865; made Nov. 16, 1883.	300 00	285 00	585 00
9,280 00	8,592 00	17,872 00	Disallowed, June 4, 1883			
60,000 00	Int. at 12 p. c.		Disallowed, Mar. 15, 1883			
650 00			Dismissed for want of prosecution, June 4, 1883.			
2,412 56	Int. at 6 p. c.		Dismissed for want of jurisdiction, Dec. 15, 1881.			
10,000 00	do		Dismissed for want of jurisdiction, May 3, 1883.			
12,775 00	do		Dismissed for want of jurisdiction, Dec. 18, 1882.			
363 00	do		Award, $200 at 5 p. ct. from Jan. 18, 1865; made Nov. 11, 1882.	200 00	192 00	392 00
18,161 95	do		Award, $4,800 at 5 p. ct. from June 1, 1864; made Dec. 22, 1883.	4,800 00	4,759 89	9,559 89
3,191 75	do		Award, $500, at 5 p. ct. from Apr. 1, 1863; made Feb. 4, 1884.	500 00	525 00	1,025 00
500 00	do		Award, $200, at 5 p. ct. from Apr. 1, 1863; made Nov. 2, 1883.	200 00	210 00	410 00
1,980 00	do		Award, $400, at 5 p. ct. from Apr. 1, 1864; made Nov. 16, 1883.	400 00	400 00	800 00
1,000 00	do		Dismissed for want of prosecution, June 4, 1883.			
2,785 00	do		Disallowed, Oct. 13, 1883			
740 00	do		Dismissed for want of prosecution, June 4, 1883.			
1,984 00	do		Award, $240, at 5 p. ct., from June 1, 1863; made Jan. 26, 1884.	240 00	249 98	489 98
50,000 00	With int		Disallowed, Oct. 8, 1883			
1,740 00	do		Dismissed for want of jurisdiction, May 3, 1883.			

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
355	Emile Lambert	Horses, cows, &c., taken by Gen. Banks.	May 16, 1864	Mansura, La
356	Antonia Bares	Cotton, corn, &c., taken by Gen. Banks.	May, 1864	St. Charles Parish, La.
357	Jules Lasserre	Horses, hay, corn, &c., taken by Gen. E. R. S. Canby.	Apr., 1865	Jefferson Parish, La
358	Bertrand Bares	Horses, cows, &c., taken by Gen. N. P. Banks.	Mar., 1865	do
359	Arthur Levy, tutor	Horses, cattle, &c., taken by Capt. Hopkins.		Morganza, La
360	Charles Bombonnel	Use of and damage to property by U. S. troops.	Aug. 23, 1862	Carrollton, La
361	Irma Dupont	Rum, corn, &c., taken by Wilson's Zouaves.	May 2, 1862	College Point, La
362	Jules Chiquet	Imprisonment by Col. Stafford	Aug. 7, 1862	New Orleans, La
363	Charles Ferrant, administrator.	Shells, timber, taken by Gens. Butler and Banks.	May, 1862	do
364	Kaufman Kling	Horses, mules, &c., taken by Gen. Weitzel.	Nov. 2, 1862	La Fourche, Parish, La
365	Bazile Laplace	Cotton sold schooner taken by U. S. troops and sold by order of prize court.	May, 11, 1862	Fort Livingston, La
366	Virginia Carlin	House and contents destroyed by U. S authorities.	June 20, 1863	Morgan City, La
367	Mrs. Jean Aurianne	Houses, &c., taken and occupied by Gen. B. F. Butler.	June, 1862	New Orleans, La
368	Pierre Garrot	Cotton, &c., taken by Amiral Porter.	Mar. 17, 1864	Marksville, La
369	Henry Ruty	Horse, cotton, &c., taken by U. S. authorities.	Mar. 13, 1864	Cloutierville, La
370	Pierre Pregaldin	Barges taken and used by Capt. A. Abrams.	Aug. 1, 1864	St. Louis, Mo
371	Samuel Schmulen	Horse, cows, &c., taken by Gen. Banks.	Nov. 6, 1863	Côte Gelée, La
372	Emile Gaschet de l'Isle	House taken possession of by Gens. Butler and Banks.	June 1, 1862	New Orleans, La
373	Hippolite Piquet	Cotton, &c., taken by Gen. Canby	May 25, 1865	Mobile, Ala
374	Charles Vial, administrator.	Damages to house and land by Gen. N. P. Banks.	Dec. 22, 1864	St. John Baptist Parish, La.
375	Jean Billon	Horses, cattle, &c., taken by Gen. Weitzel.	Oct. 17, 1862	Donaldsonville, La
376	Pierre Lajausse	Schooner burned by U. S. steamer "New London."	Aug. 14, 1862	Bayou St. John's, La
377	Joseph Cazaubon	Vegetables, &c., taken by U. S. authorities	Dec. 1, 1863	Orleans Parish, La
378	Lehman Meyer	Cattle taken by Gen. Cameron	June 20, 1863	Thibodeaux, La
379	Lehman Meyer	Sugar and molasses taken, and arrest and imprisonment by Capt. Fuller.	Nov. 16, 1862	do
380	Heirs of Joseph Graziani.	Groceries, merchandise, &c., taken by Gen. Cameron.	Aug., 1863	Assumption Parish, La.
381	Edgar P. Helluin	Horse, cows, &c., taken by Maj. Davis and Col. Sayles.	Oct., 1863	Napoleonville, La
382	Gaston C. Bordis	House, furniture, &c., taken and destroyed by Gen. Cameron.	Aug., 1863	Thibodeaux, La
383	Louis David	Horses, boat, &c., taken by Col. Williamson.	Aug., 1862	Assumption Parish, La.
384	Marie Visier, widow	Horses, corn, &c., taken by Col. Williamson.	Oct., 1862	Napoleonville, La
385	Marie Celeste Gossin, widow.	Molasses, rum, &c., taken by Col. Thomas and Gen. Weitzel.	Oct., 1862	Bayou La Fourche, La.
386	John J. O'Connor, administrator.	House and clothing taken and destroyed by Gen. Banks.	Dec., 1863	Baton Rouge, La
387	François Reypin	House, merchandise, &c., taken by U. S. authorities.	Aug., 1863	Corinth, Miss
388	Louis Cayer	Merchandise taken by Gen. Banks.	May 17, 1864	Mansura, La
389	Pierre Cerf	Merchandise taken by Col. Robertson and Gen. Banks.	Oct. 6 & Nov. 8, 1863.	St. Mary's Parish, La
390	Joseph Ferry	Horses, cows, &c., taken by U. S. authorities.	May 15, 1864	Marksville, Ka
391	François Aurignac	Horses, poultry, &c., taken by Gen. Quinbly.	Oct. 1, 1862	Memphis, Tenn
392	Adeline Blanchin	Cotton, &c., taken by Lieut. L. Conlin.	Mar. 4, 1863	St. Landry, La

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal	Interest.	Total.
$2,875 00	With int..	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
2,700 00	....do	.....	Dismissed for want of jurisdiction, May 3, 1883.	.....	.....	.....
725 00	....do	.....	Dismissed for want of jurisdiction, July 11, 1881.	.....	.....	.....
5,490 00	....do	.....	.....do	.....	.....	.....
12,345 00	Int. at 6 p.c.	.....	Disallowed, Nov. 9, 1883.....	.....	.....	.....
5,047 00	....do	.....	Award, $3,196.50, at 5 p. ct., from Sept. 1, 1865; made June 4, 1883.	$3,196 50	$2,969 68	$6,166 18
6,963 00	....do	.....	Disallowed, Nov. 23, 1883.....	.....	.....	.....
10,550 00	....do	.....	Disallowed, Oct. 13, 1883	.....	.....	.....
7,250 00	....do	.....	Disallowed, Jan. 4, 1884	.....	.....	.....
7,875 00	....do	.....	Dismissed for want of jurisdiction, July 11, 1881.	.....	.....	.....
13,162 50	....do	.....	Case withdrawn by the agent of the French Republic, May 28, 1883.	.....	.....	.....
10,060 00	....do	.....	Dismissed for want of jurisdiction, May 3, 1883.	.....	.....	.....
6,500 00	....do	.....	Award, $300, at 5 p. ct., from July 1, 1862; made Jan. 5, 1884.	300 00	326 26	626 26
1,350 00	....do	.....	Dismissed for want of jurisdiction, Dec. 15, 1881.	.....	.....	.....
36,200 00	....do	.....	Disallowed, Feb. 4, 1884	.....	.....	.....
4,300 00	$4,744 50	$9,044 50	Dismissed for want of jurisdiction, May 3, 1883.	.....	.....	.....
21,150 00	26,410 00	47,560 00	Award, $200, in. 5 p. ct.. from Nov. 6, 1863; made Jan. 19, 1884.	200 00	204 00	404 00
19,611 50	Int at 6 p.c.	.....	Award, $3,500, at 5 p. ct., from Jan. 1, 1865; made Nov. 9, 1883.	3,500 00	3,368 16	6,868 16
20,750 00	With int..	.....	Disallowed, June 26, 1883	.....	.....	.....
10,000 00	Int. at 6 p.c.	.....	Disallowed, Dec. 22, 1883.....	.....	.....	.....
3,280 50	....do	.....	Award, $275, at 5 p. c. from Nov. 1, 1863; made Oct. 13, 1883.	275 00	280 68	555 68
5,042 00	5,638 00	10,680 00	Disallowed, Oct. 13, 1883	.....	.....	.....
1,250 00	Int. at 6 p.c.	.....	Dismissed for want of jurisdiction, July 11, 1881.	.....	.....	.....
5,280 00	6,178 60	11,458 60	Dismissed for want of jurisdiction, Jan. 12, 1882.	.....	.....	.....
25,737 50	18,885 50	44,623 00	Dismissed for want of jurisdiction, July 11, 1881.	.....	.....	.....
21,221 00	22,600 35	43,821 35	Dismissed for want of jurisdiction, May 3, 1883.	.....	.....	.....
11,103 75	With int..	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
8,850 00	Int. at 6 p.c.	.....	Dismissed for want of jurisdiction, Feb. 10, 1882.	.....	.....	.....
3,125 00	3,515 00	6,640 00	Disallowed, June 4, 1883	.....	.....	.....
1,800 00	2,003 55	3,803 55	Dismissed for want of jurisdiction, Feb. 10, 1882.	.....	.....	.....
44,302 00	49,175 22	93,477 22	Disallowed, Oct. 13, 1883	.....	.....	.....
2,197 00	2,677 30	4,874 30	.....do	.....	.....	.....
2,075 00	Int. at 6 p.c.	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
10,795 30	....do	.....	Disallowed, Dec. 22, 1883.....	.....	.....	.....
6,031 70	....do	.....	Award, $150, at 5 p.c. from April 24, 1864; made Jan. 5, 1884.	150 00	149 52	299 52
2,669 50	....do	.....	Disallowed, Nov. 23, 1883	.....	.....	.....
2,455 50	....do	.....	Award, $570, at 5 p. c. from July 1, 1863; made Dec. 22, 1883.	570 00	591 40	1,161 40
21,465 00	....do	.....	Award, $1,910.44, at 5 p. c. from April 1, 1864; made Oct. 30, 1883.	1,910 44	1,910 44	3,820 88

EXHIBIT B.—*Claims agai*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
393	Paul Blanchard	Horses, mules, &c., taken by Lieut. Deen and Gen. Franklin.	May, 1863	Point Barre, La
394	Arthur Vallon	Cotton taken by Capt. Lappin	May 11, 1865	Mobile, Ala
395	William Betbeze	Cotton taken by Gen. Canby	April 15, 1865	do
396	Jean Delas and Guillaume Coignet.	Sugar, &c., taken by U. S. authorities.	Dec. 3, 1862	Thibodeaux, La
397	Mrs. Pierre Stouff, widow.	Cattle, horses, &c., taken by U. S. authorities.	April 15 to Dec. 19, 1863.	St. Mary's Parish, L
398	Pierre Lajousse	Horses and cattle taken by U. S. authorities.	April 6, 1863	Camp Parapet, La
399	Phillippe Poete, administrator.	Cotton, horses, &c., taken by Gen. Banks.	April, 1864	Natchitoches Paris La.
400	Romain Buissiere	Lumber, merchandise, &c., taken by U. S. authorities.	Oct., Dec., 1862.	Bonnett Carre, La
401	Jules Pain de Bonnemar, adm'r.	Sugar, merchandise, &c., taken by U. S. authorities.	1863	Point Coupee Paris La.
402	Jean Marie Bares	Horses, bread, &c., taken by Gen. Banks.	May, 1863	New Orleans, La
403	Francois Sahuc	Horses, cows, &c., taken by Gen. Banks.	May, 1864	Kennerville, La
404	Medard Kuntz	Groceries, liquors, &c., taken by Gen. Canby.	Apr., 1865	Minelburg, La
405	Theophile Laroux	Rent of stable, &c., by Gen. Butler.	May, 1862	New Orleans, La
406	Yves Frederic Costion.	Lumber, fences, &c., destroyed by Gen. Canby.	Apr. 15, 1855	Minelburg, La
407	Jean Isidore Monsorrat.	Horses, &c., taken by Gen. Banks. Library, furniture, destroyed by U. S. N. forces.	Apr. 16, 1863 Nov. 2, 1865	St. Mary's Parish, L
408	Jean Jacques	Hay, vegetables, &c., taken by Gen. Smith.	July 15, 1863	St. Bernard Parish, L
409	Mrs. Yves Le Bourhis, adm'x.	Corn, wood, horses, cows, taken by U. S. authorities.	Jan., 1862 to Sept., 1863	St. James Parish, L
410	Emile Victor Audibert.	Damages to business property confiscated by U. S authorities, indemnity for mental suffering.	Nov. 25, 1864	New Orleans, La
411	Francois Lieux, adm'r.	Mules, cattle, &c., taken by U. S. authorities.	May 27, 1864	Waterloo, La
412	Mrs. Widow Anne J. Mayot, adm'x.	Occupation of mill, loss of cable, chains, &c., by U. S. authorities.	Jan., 1862, to Sept., 1863	Plaquemine, La
413	Mrs. Widow Constance L. Schweckard.	Shawls, merchandise, &c., taken by Lieut. Steele.	Mar., 1865	Thibodeaux, La
414	Honoré Labasse	Arrest and imprisonment by Col. Robinson.	Jan. 31, 1865	New Orleans, La
415	Peter M. Nicrosi	Cotton taken and destroyed by Gen. J. H. Wilson.	Apr., 1865	Montgomery, Ala
416	Solomon Meyer	Horses, mules, sugar, &c., taken by U. S. authorities.	1862	La Fourche Parish, L
417	Stephanié Trone	Destruction of house, furniture, &c., by Gen. Weitzel.	Dec., 1862	Thibodeaux, La
418	Jacques Foucade, ex'r	Sugar, horses, cattle, &c., taken by U. S. authorities.	June and Nov., 1863	St. Martin's Parish, L
419	Widow Ovid Decuir	Cotton, cattle, &c., taken by Maj. Lewis.	May, 1863	Iberia Parish, La
420	Theodore E. Brierre and Angele Brierre.	Assault, arrest, and imprisonment by U. S. authorities.	Apr. 27, 1862, and Sept. 15, 1863.	New Orleans, La
421	Widow Marie F. Guilbeaux.	Leather, merchandise, &c., taken by Capt. S. T. Reed.	May 15, 1862	do
422	Dercuit F. Philippe, adm'r.	Horses, mules, &c., taken by U. S. authorities.	1863, '64, '65	Point Coupée, La
423	J. B. Eli Montague	Cotton, sugar, horses, &c., taken by U. S. authorities.	Apr. 15, 1863, to Jan. 1864	New Iberia, La
424	Angelo Socola, adm'r.	Cotton taken by U. S. authorities.	Dec., 1862	Bayou Sara, La
425	Stanislas Adam Destez.	Horses, &c., taken by Capt. Corrent and Lieut. Perkins.	Nov. 11, 1862.	Assumption Paris La.
426	Widow Emilie Durroux, adm'x.	Cattle, &c., taken by Capt. Barrett.	Sept., 1863	Thibodeaux, La
427	Widow Alexandre Cardaillac, adm'x.	Cattle, &c., taken by Gen. Weitzel.	Apr., 1863	Brashear City, La
428	Damien Duchein	Horse taken by U. S. authorities	Oct. 21, 1862.	New Orleans, La
429	Marie Irma Bonneville, adm'x.	House taken possession of and destroyed by Gen. N. P. Banks.	Dec. 22, 1864.	St. John Baptist Parish, La.
430	Jean Claude Thiebaud.	Vegetables, &c., taken by Capt. Charles B. Child.	Oct. 22, 1862.	Jeffersonville Parish, La.

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
93,260 00	$2,440 80	$4,700 80	Dismissed for want of jurisdiction, Jan. 19, 1884.	.....	.....	.....
3,925 00	With int..	.....	Disallowed, Jan. 27, 1883	.....	.....	.....
15,000 00	....do	.....	Disallowed. Dec. 15, 1883	.....	.....	.....
3,687 00	Int. at 6 p.c.	.....	Award for Delas, $66.66, at 5 p. c. from Feb. 3, 1863; claim of Colgnet disallowed; rendered Jan. 19, 1884.	$66 66	$70 51	$137 17
3,313 50	....do	.....	Dismissed for want of jurisdiction. Mar. 10, 1882.	.....	.....	.....
5,631 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
6,949 45	....do	.....	Disallowed, Nov. 16, 1883.....	.....	.....	.....
14,918 29	....do	.....	Disallowed, Jan. 19, 1884	.....	.....	.....
3,727 60	2,795 70	6,523 30	Award, $100, at 5 p.c. from April 1, 1864; made Nov. 16, 1883.	100 00	100 00	200 00
1,120 00	With int..	.....	Award, $150, at 5 p. c. from Jan. 1, 1864; made Dec. 26, 1882.	150 00	151 84	301 84
1,238 00	... do	.....	Dismissed for want of jurisdiction, Nov. 6, 1882.	.....	.....	.....
4,700 00	....do	.....	Dismissed for want of jurisdiction, Jan. 31, 1882.	.....	.....	.....
1,510 00	... do	.....	Award, $75 at 5 p. ct. from Aug. 1, 1862; made Nov. 6, 1882.	75 00	81 24	156 24
1,421 75	....do	.....	Award, $280 at 5 p. ct. from Apr. 15, 1865; made May 12, 1882.	280 00	265 46	545 46
6,006 00	....do	.....	Award, $225 at 5 p. ct. from Jan. 1, 1864; made Dec 6, 1882.	225 00	227 77	452 77
1,113 00	....do	.....	Award, $100 at 5 p. ct. from Aug. 1, 1863; made Dec. 6, 1882.	100 00	103 33	203 33
20,535 00	Int. at 6 p.c.	.....	Award, $500 at 5 p. ct. from Apr. 1, 1864; made Nov. 23, 1883.	500 00	500 00	1,000 00
202,000 72	131,840 80	334,841 52	Dismissed for want of jurisdiction, May 15, 1882	.....	.....	.....
1,082 00	Int. at 6 p.c.	.....	Disallowed, Nov. 27, 1882.....	.....	.....	.....
8,718 50	....do	.....	Disallowed, Dec. 22, 1883.....	.....	.....	.....
18,817 60	....do	.....	.....do	.....	.....	.....
10,505 00	....do	.....	Award, $800; int. at 5 p. ct. on $500 from Feb. 5, 1865; made Dec. 1, 1883.	800 00	478 77	1,278 77
57,444 00	54,570 95	112,014 95	Dismissed for want of jurisdiction, Feb. 23, 1884.	.....	.....	.....
51,730 00	Int. at 6 p.c.	.....	Dismissed for want of jurisdiction, Jan. 31. 1882.	.....	.....	.....
4,684 00	With int..	.....	Disallowed, Nov. 20, 1882	.....	.....	.....
32,949 00	Int. at 6 p.c.	.....	Award, $1,500 at 5 p.ct from Jan. 1, 1864; made Jan. 26. 1884.	1,500 00	1,518 49	3,018 49
11,949 00	....do	.....	Dismissed for want of jurisdiction, May 3, 1883.	.....	.....	.....
10,200 00	....do	.....	Award, $200 at 5 p. ct. from July 16, 1864; made Nov. 23, 1883.	200 00	197 10	397 10
9,041 50	....do	.....	Award, $904 at 5 p. ct. from June 1, 1862; made Jan 19, 1884.	904 00	986 84	1,890 84
3,273 70	....do	.....	Dismissed for want of jurisdiction. Dec 18, 1882.	.....	.....	.....
16,505 00	.. do	.....	Dismissed for want of jurisdiction, Mar. 10, 1882.	.....	.....	.....
54,975 00	....do	.....	Dismissed for want of jurisdiction, Dec. 18, 1882.	.....	.....	.....
3,000 00	....do	.....	Award, $400 at 5 p. ct. from Apr. 1, 1863; made Jan. 5, 1884.	400 00	420 00	820 00
1,417 00	....do	.....	Award, $237.68 at 5 p.ct. from Jan. 1, 1864; made Jan. 19, 1884.	237 68	240 61	478 29
2,390 00	....do	.....	Dismissed for want of jurisdiction, Mar. 10, 1882.	.....	.....	.....
500 00	.. do	.....	Disallowed, Nov. 20, 1882.....	.....	.....	.....
4,000 00	.. do	.....	Disallowed, Dec. 22, 1883	.....	.....	.....
4,300 00	....do	.....	Disallowed, Oct. 8, 1883	.....	.....	.....

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
431	Thomas C. Payan	Cotton taken by U. S. Treasury agent, T. J. Conatty.	July 15, 1865	Jefferson, Texas
432	Alphonse Queyroi and Marianne Queyroi.	House, furniture, destroyed by U. S. authorities.	Aug. 9, 1862	Donaldsonville, La
433	Alphonse Coutin, administrator.	Horse, house, &c., taken and destroyed by Gen. Smith.	Apr., 1864	St. Bernard Parish, La.
434	Pierre Bevin	Lumber, coal, &c., taken, and houses occupied by U. S. authorities.	Feb. 1, 1865	Plaquemine, La
435	Jules J. Revillon, administrator.	Cotton taken by Lieut. J. B. Bromley.	May 4, 1863	St. Landry Parish, La.
436	Jean Baptiste Piffet	Bricks taken by Gen. Butler	Nov. 26, 1862	Jefferson City, La
437	Joseph Albert Stouse	Cotton taken by Gen. J. F. Herron	June, 1863	Yazoo City, Miss
438	David Kuhnagel	House destroyed and goods taken by Gen. N. P. Banks.	May, 1864	Alexandria, La
439	François Grand	Timber, merchandise, &c., taken by Gen. Williams.	June, 1862	Frenier, La
440	François Grand	Cotton taken by U. S. authorities	Nov. 3, 1864	do
441	Desiré and Coralie Guiberteau.	Horses, cattle, &c., taken by Gen. Banks.	1863	Jeannette, La
442	Mary Marechal, wid'w.	Cotton destroyed by U. S. troops under Gen. Canby.	May 25, 1865	Montgomery, Ala
443	Ulysse Bru, tutor	Merchandise taken by Col. J. A. Reith.	May 13, 1862	Houma, La
444	Marie Lacaze	Turpentine destroyed by U. S. authorities.	1863	do
445	Adéle Ribauldt	Hats, caps, &c., destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La
446	Jules J. Du Bernard	Tobacco, &c., taken by Major Galloway.	April, 1863	St. Martin's Parish, La.
447	Pascal Servat, adm'r	Oxen taken by Gen. Banks	May 3, 1863	Royville, La
448	Pascal Servat	Horses taken by Gen. Banks	April, 1863	New Orleans, La
449	Marie M. Berthier, administratrix.	Potatoes, poultry, &c., taken by Gens. Phelps and Dudley.	Apr. 30, 1862	Jefferson Parish, La
450	Nicholas Henri Resch.	Liquors, merchandise, &c., taken by Gen. Buell.	Mar. 1, 1862	Spring Garden, Ky
451	Léon and Julia Héloin.	Melons, tomatoes, &c., taken by U. S. troops.	Aug. 5, 1862	Baton Rouge, La
452	Benjamin S. Molina	Cotton taken by Gen. Banks	Apr. 4, 1864	Red River, La
453	Edward Seichepine	Horses, &c., taken by Gen. Dudley.	Mar. 31, 1864	Natchitoches, La
454	Jean Léon Lacroix	Buildings, &c., destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La
455	Widow Charles Roch.	Injuries, &c., by U. S. troops	Dec. 19, 1862	College Point, La
456	Eugène Augustin Bourcy.	Sugar, &c., taken by U. S. forces	1863 & 1864	St. Martin's Parish, La.
457	Hamonet & Seichepine.	Cotton taken by Gen. Banks	Apr. 22, 1864	Isle Breville, La
458	Sazerac de Forge	Brandy taken by Dr. McCormack, medical director.	Oct. 30, 1862, &c.	New Orleans
459	Félix Leroux	Money taken by U. S. troops	1863–1865	Assumption Parish, La.
460	Bernard Paul Abat	Cotton taken by Commander Foster, U. S. N.	May 15, 1862	Bayou Sara, La
461	Jean Berniard	Sloop taken by Maj. Davis	July, 1863	Assumption Parish, La.
462	Marie Louisa Israel, adm'x. and Jos. Vignes.	Hotel, &c., taken by U. S. troops.	Nov. 15, 1862	Brashear City, La
463	Marie Louisa Israel	Sugar taken by U. S. troops	Mar., 1863	Breaux Bridge, La
464	Mrs. Nanette Israel	Sugar, &c., taken by Gen. Ransom.	Mar., 1864	Old River, La
465	Louis Charles Ménard	Money taken by Col. Hicks	Jan. 12, 1863	Paducah, Ky
466	Theophile Roche	Merchandise taken by Gen. Sherman.	July 6, 1864	Roswell, Ga
467	Damase Kobleur	Horses, &c., taken by Gen. Banks	Apr. 15, 1863	Bayou Teche, La
468	Rev. Jean M. Beaulieu.	Horse, &c., takne by Gen. Banks.	Mar. 30, 1864	Cloutierville, La

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$12, 540 00	Int. at 6 p.c	.....	Award, $3,914, at 5 p. ct. from Aug. 1, 1865; made Dec. 15, 1883.	$3, 914 00	$3, 652 89	$7, 566 89
11, 542 50	....do	.....	Disallowed, Nov. 21, 1883	.....	.....	.....
5, 520 00	....do	.....	Award, $250, at 5 p. ct. from Dec. 1, 1864; made Jan. 19, 1884.	250 00	241 64	491 64
1, 320 00	....do	.....	Award, $250, at 5 p. ct. from Feb. 1, 1865; made Jan. 19, 1884.	250 00	239 52	489 52
2, 600 00	$3, 488 40	$7, 088 00	Disallowed, Jan. 26, 1884	.....	.....	.....
10, 000 00	Int. at 6 p.c.	.....	..... do	.....	.....	.....
158, 000 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
4, 538 00	Int. at 5 p.c.	.....	Award, $180, at 5 p. ct. from Apr. 1, 1864; made June 26, 1883.	180 00	180 00	360 00
9, 018 80	With int...	.....	Dismissed for want of jurisdiction, Dec. 6, 1882.	.....	.....	.....
12, 000 15	....do	.....	.....do	.....	.....	.....
2, 250 00	Int. at 5 p.c.	.....	Disallowed, Oct. 30, 1883	.....	.....	.....
37, 500 00	With int...	.....	Disallowed, Dec. 22, 1883	.....	.....	.....
760 00	Int. at 5 p.c.	.....	Disallowed, Feb. 4, 1884	.....	.....	.....
8, 845 95	With int...	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
2, 044 00	Int. at 6 p.c.	.....	Disallowed Oct. 13, 1883	.....	.....	.....
1, 000 00	$1, 080 00	2, 080 00	.....do	.....	.....	.....
1, 200 00	With int...	.....	.....do	.....	.....	.....
900 00	....do	.....	do	.....	.....	.....
20, 441 00	....do	.....	Disallowed, Jan. 5, 1884	.....	.....	.....
8 874 00	$10, 116 00	18, 990 00	Award, $500, at 5 p. ct. from Aug. 20, 1866; made Jan. 27, 1883.	500 00	440 34	940 34
1, 121 00	With int...	.....	Award, $55, at 5 p. ct. from Apr. 1, 1863; made Mar. 20, 1883.	55 00	57 75	112 75
71, 477 25	....do	.....	Disallowed, June 4, 1883	.....	.....	.....
13, 535 50	....do	.....	Dismissed for want of jurisdiction, Jan. 8, 1883.	.....	.....	.....
31, 480 00	Int. at 6 p.c.	.....	Award, $500, at 5 p. ct. from Apr. 1, 1863; made Nov. 2, 1883.	500 00	525 00	1, 025 00
25, 000 00	....do	.....	Award, $300, at 5 p. ct. from Apr. 1, 1863; made Nov. 23, 1883.	300 00	315 00	615 00
10, 721 45	....do	.....	Dismissed for want of jurisdiction, Mar. 10, 1882.	.....	.....	.....
4, 225 00	With int...	.....	Award, $295, at 5 p. ct. from Apr. 24, 1864; made Apr. 28, 1883, to Hamonet. Claim of Seichepine dismissed for want of jurisdiction, Apr. 28, 1883.	295 00	294 07	589 07
53, 113 00	Int. at 5 p.c.	.....	Award, $10,468.22; int., 5 p. ct. on $3,807.50 from Oct. 30, 1862, and on balance, $6,660.72, from Feb. 17, 1866; made Jan. 19, 1883.	10, 468 22	{ 4, 077 67 6, 033 89 }	20, 579 78
7, 650 00	$6, 730 00	14, 380 00	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
34, 125 00	.....	.....	Disallowed, Jan. 19, 1884	.....	.....	.....
1, 500 00	1, 538 00	3, 038 00	Dismissed for want of jurisdiction, May 4, 1883.	.....	.....	.....
13, 125 23	Int. at 6 p.c.	.....	Award, $200 at 5 p. ct. from Apr. 1, 1864; made January 19, 1884.	200 00	200 00	400 00
5, 600 00	....do	.....	Disallowed Jan. 19, 1884	.....	.....	.....
20, 793 00	....do	.....	Dismissed for want of jurisdictian, Mar. 10, 1882.	.....	.....	.....
2, 300 00	2, 500 00	4, 800 00	Disallowed, Jan. 27, 1883	.....	.....	.....
70, 000 00	50, 000 00	120, 000 00	Dismissed for want of prosecution, July 2, 1883.	.....	.....	.....
26, 355 00	With int..	.....	Dismissed for want of jurisdiction, Nov. 27, 1882.	.....	.....	.....
250 00	....do	.....	Award, $205 at 5 p. ct. from Apr. 1, 1864; made June 4, 1883.	205 00	205 00	410 00

EXHIBIT B.—*Claims again*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
469	Pierre Lapassade	House, &c., destroyed by Lieut. Alcott.	Feb. 15, 1863.	La Fourche, La
470	Widow Joseph Tricon	Hogs, &c., taken by Col. Stafford.	1862 and 1863	Gentilly Road, La
471	Jacques Barrérre	Horses, &c., taken by Gen. Butler.	May, 1862	New Orleans
472	Pierre Marcère	Horses, &c., taken by Gen. Banks.	May, 1863	New Lake End, La.
473	Joseph Doussan	House, &c., taken possession of by Gen. Williams.	July, 1862	Baton Rouge, La
474	Widow Philomène Verneuil.	Cotton taken by special agent of U. S., &c.	Dec., 1865	La Fayette County Ark.
475	J. L. Ladmirault	Horses taken by Col. Davis	Nov. 18, 1864.	False River, La
476	Jules Poirson, adm'r	Cattle taken by Gen. Franklin	Nov. 7, 1863.	New Iberia, La
477	Eugenie Giraud	Cotton, horses, cattle, &c., taken by Gen. N. P. Banks.	Apr. 23, 1863.	Jeannette, La
478	Marc Claverie	Hay, corn, &c., taken by Gen. Banks.	July 31, 1863.	St. Bernard Parish, L
479	François L. and Frederick Chanson.	House, &c., destroyed by Gen. Dow.	1863-'64	Camp Parapet, La
480	Honoré Gueymard	Sugar, corn, &c., destroyed by Admiral Farragut.	Aug. 9, 1862.	Donaldsonville, La
481	Mrs. Marie Rose Ducros.	House, furniture, &c., destroyed by Admiral Farragut.	do	do
482	Joseph Guigon	House, furniture, &c., destroyed by Admiral Farragut.	do	do
483	Widow Roumé de St. Laurent.	Horse, cow, taken by Gen. Banks.	Apr., 1863	St. Martinville, La
484	Marie E. L. Legay	Horses, mules, sugar, &c., taken by Lieut. Perkins and Col. Thomas.	Aug. 29, Sept. 8 and 9, 1862.	St. Charles Parish, La
485	Jean Baptiste Baraty	Cotton, horses, &c., taken by U. S. authorities.	1865	Bayou Black, La
486	P. Cyrile Delacroix	Horses, cows, skiffs, &c., taken by U. S. authorities.	Jan. 1, 1865	Mississippi River
487	Louisa L. W. Dumanet and Clara A. Z. Dumanet.	Hides, horses, &c., taken by U. S. authorities.	Jan. 31, 1862, to Feb. 25, 1865.	anville, Tenn
488	David Roos	Cotton, &c., taken by Capt. Jas. Doyle.	May 1, 1863	St. Landry Parish, La
489	André C. J. Deloffre	House, furniture, &c., destroyed by Gen. Crockston.	Apr. 4, 1865	Tuscaloosa, La
490	Daniel Haas, executor.	Property taken and destroyed by Gen. Schimmelphenning.	May 15, 1865.	Charleston, S. C
491	Catherine M. Aurieres, administratrix.	Cotton taken by U. S. authorities.	Apr., 1865	Alabama River, Ala
492	Marie Tardhivail *et al*	Seizure and detention of schooner by Capt. Martin, by U. S. customs officer.	June 15, 1862.	New Orleans, La
493	D. A. Chaffraix	Cotton taken by U. S. authorities.	Apr. 20, 1863	Satartia, Miss
494	Hèlene Plante, widow	Horses, rum, &c., taken by Gen. Weitzel.	Oct. 29, 1862.	La Fourche Parish, La.
495	Alfred François Tournois.	Whisky, merchandise, &c., taken by U. S. authorities.	Apr., 1862	Iberville, La
496	Jean Rateau, adm'r	Sugar, mules, &c., taken by Gen. Weitzel. Houses destroyed by Admiral Farragut.	Oct. 23, 1862. Aug. 9, 1862.	Donaldsonville, La
497	Julio Pere Rault	Swords, guns, &c., taken by U. S. authorities.	Aug. 16, 1862.	New Orleans, La
498	Jean Perilliat	Premises occupied and furniture destroyed by Provost-Marshal Fish.	Apr. 18, 1863.	St. Mary's Parish, L
499	Honoré Verlaque	Property occupied by U. S. authorities.	May 30, 1864.	Gentilly, La
500	Mrs. Adele Bory	Warehouse, &c., destroyed by U. S. authorities.	Aug. 10, 1862.	Baton Rouge, La
501	Louis Chauvet	Cows, &c., taken by U. S. troops.	May 13, 1862	Kennerville, La
502	Charles B. Block	Merchandise, &c., taken by Gen. Steele.	July, 1863	Brandon, Miss
503	Arthemis Drez	Tax assessed by Gen. Butler	Aug. 11, 1862.	New Orleans
504	Pierre Mattei	Store, &c., taken by Gen. Butler.	May 17, 1862.	do
505	J. G. Prosdame	Groceries, &c., taken by Gen. Smith.	May 15-16, '64	Mansura, La
506	M. L. Z. Charbonnet	Storehouse, &c., taken by Gen. Butler.	May and Dec., 1862.	New Orleans

the United States—Continued.

Amount claimed.			How disposed of.	Amounts allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$9,791 50	With int		Award, $800 at 5 p. ct. from Sept. 1, 1864; made Mar. 1, 1884.	$800 00	$783 24	$1,583 24
1,756 00	....do		Disallowed, Oct. 26, 1882			
870 00	....do		Award, $350 at 5 p. ct. from Apr. 1, 1863; made Mar. 20, 1883.	350 00	367 50	717 50
530 00	....do		Award, $520 at 5 p. ct. from Mar. 1, 1863; made Feb. 21, 1882.	520 00	548 20	1,068 20
600 00	...do		Disallowed, Dec. 6, 1882			
287,700 53	Int. at 6 p.c.		Award, $116 at 5 p. ct. from Dec. 1, 1864; made Jan 19, 1884.	116 00	112 10	228 10
900 00	....do		Award, $300 at 5 p. ct. from Nov. 18, 1864; made Jan. 16, 1883.	300 00	290 51	590 51
3,792 92	....do		Award, $1,200 at 5 p. ct. from Jan. 1, 1864; made Jan. 19, 1884.	1,200 00	1,214 79	2,414 79
17,866 00	....do		Award, $2,548 at 5 p. ct. from July 1, 1863; made Jan. 19, 1884.	2,548 00	2,643 65	5,191 65
2,280 00	With int		Award, $224 at 5 p. ct. from Feb. 20, 1865; made Nov. 6, 1882.	225 00	214 99	439 99
9,700 00	....do		Dismissed for want of jurisdiction, March 10, 1882.			
2,191 00	....do		Disallowed, Oct. 13, 1883			
3,000 00	... do		Dismissed for want of jurisdiction, Mar. 10, 1882.			
3,246 00	....do		Disallowed, Oct. 13, 1883			
425 00	Int. at 6 p.c.		Disallowed, Jan. 26, 1884			
61,611 43	....do		Award, $6,000 at 5 p. ct. from Jan. 1, 1863; made Feb. 9, 1884.	6,000 00	6,373 97	12,373 97
10,500 00	$10,080 00	$20,580 00	Dismissed for want of prosecution, June 4, 1883.			
2,180 00	1,789 40	3,969 40	Award, $200 at 5 p. ct. from Jan. 1, 1865; made Feb. 4, 1884.	200 00	192 47	392 47
17,147 15	Int. at 6 p.c.		Dismissed for want of jurisdiction, Feb. 23, 1884.			
10,510 70	21,351 55	21,862 25	Dismissed for want of jurisdiction, Jan. 3, 1883.			
3,000 00	2,880 00	5,880 00	Award, $2,000 at 5 p. ct. from Apr. 4, 1865; made Feb. 4, 1884.	2,000 00	1,899 18	3,899 18
6,642 00	6,376 32	13,018 32	Dismissed for want of jurisdiction, Jan. 3, 1883.			
17,876 00	With int		Disallowed, Jan. 5, 1884			
54,731 32	....do		Disallowed, March 1, 1884			
89,724 00	...do		Disallowed, Jan. 19, 1884			
28,375 00	Int. at 6 p. c.		Award, $562.50 at 5 p. ct. from Oct. 30, 1862; made Jan. 3, 1883.	562 50	602 40	1,164 90
1,146 00	....do		Award, $150 at 5 p. ct. from Apr. 1, 1862; made Dec. 1, 1883.	150 00	165 00	315 00
33,430 00	....do		Award, $500 at 5 p. ct. from Apr. 1, 1863; made Nov. 2, 1883.	500 00	525 00	1,025 00
1,968 00	....do		Disallowed, June 14, 1883			
3,100 00	3,716 50	6,816 50	Disallowed, Jan. 5, 1884			
512 50	Int. at 6 p. c.		Award, $120 at 5 p. ct. from Aug. 1, 1864; made Feb. 5, 1883.	120 00	118 00	238 00
1,200 00	1,464 00	2,664 00	Disallowed, Jan. 19, 1884			
10,325 65	Int. at 6 p. c.		Award, $300 at 5 p. ct. from Mar. 1, 1865; made Jan. 19, 1884.	300 00	286 28	586 28
10,000 00	....do		Disallowed, Jan. 19, 1884			
2,000 00	....do		Award, $2,000 at 5 p. ct. from 11, 1862; made Jan. 19, 1884.	2,000 00	2,163 84	4,163 84
8,110 00	....do		Disallowed, Jan. 19, 1884			
6,739 00	...do		Dismissed for want of prosecution, June 4, 1883.			
600 00	....do		Award, $120 at 5 p. ct. from Apr. 1, 1863; made Jan. 19, 1884.	120 00	126 00	248 00

EXHIBIT B.—*Claims ag*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where
507	François Abbadie	Cotton taken by Col. Bringhurst.	Nov. 4, 1863.	La Fayette Parial
508	Romain J. Francez	do	do	do
509	L. A. A. Girard	Schooner, &c., taken by U. S. troops.	May, 1862	Bay St. Louis, Mi
510	Jean Beugnot	Taxes assessed by Gen. Butler	Aug. 11, 1862	New Orleans
511	Widow and heirs of Jean M. Lagarde.	Sugar taken by Capt. Williams	May 13, 1863.	Rapides Parish,
512	Uranie Cambier	Shawl, &c., taken by Adjutant Grosvenor.	July 1, 1862	New Orleans
513	Fannie Louise Trumpf	Shells taken by Gen. Butler	June, 1862	Frenier Station, I
514	John Lanna	Cotton taken by Gen. Herron	May, June, July, 1865.	Jonesville, Tex.
515	Emile Roques	Taxes assessed by U. S.	1863–1864	New Orleans
516	Catharine A. Robert	Taxes assessed by Gen. Butler	Aug. 11, 1862.	do
517	Marc Nicolas Borde	do	do	do
518	Jean Baptist Pierrot	Cows, &c., taken by Gen. Banks.	May 23, 1864.	Marksville, La
519	Charles Truinet	Taxes assessed by Gen. Butler	Aug. 11, 1862.	New Orleans
520	Jenny Rosalie Jeannet	do	do	do
521	Leopold Jeannet	do	do	do
522	Joseph Dufaut	Person arrested by Col. Haddock	May 9, 1863	Plaquemine, La
523	G. B. Portier	Wares, &c., by Gen. Weitzel	Jan. 6, 1866	Clarkesville, Tex
524	Virginie Dutrieux	House, &c., taken by U. S. troops.	Aug., 1863, to 1865.	Charleston, S. C.
525	Theodore Fay	Sugar, &c., taken by Gen. Banks.	Apr. 15, 1863.	Bayou Teche, La.
526	N. Jules Weiss	Furniture, &c., taken and destroyed by Gen. W. T. Sherman.	Feb. 17, 1865.	Columbia, S. C
527	Joseph E. Loiseau	House, billiard tables, &c., taken by Capt. Isom.	1864	Nashville, Tenn
528	Gustave Follin, administrator.	Furniture, &c., taken by Capt. Potter.	Apr. 9, 1865	Sumter, S. C
529	Josephine Lacassagne, administratrix.	House, furniture, &c., taken and destroyed by U. S. authorities.	1864–1865	Charleston, S. C.
530	Evelina Godefroy	Building, &c., taken and destroyed by U. S. authorities.	Feb., 1865	do
531	Michael and Rosmand Legras.	House, furniture, &c., taken and destroyed by U. S. authorities.	May, 1864	Alexandria, La
532	Eliza Milhas	Cotton, &c., taken and destroyed by U. S. authorities.	May 7, 1864	do
533	N. Weil & Co	Cotton taken by a mob, for whose acts the U. S. are responsible.	Sept. 1, 1864	Burr's Ferry, La.
534	Michael Fentenheime	Tobacco, cigars, buildings, &c., destroyed by U. S. authorities.	July 15, 1863.	Pelican Point, S. C
535	Cleophas H. Huot	Furniture taken and property occupied by U. S. provost marshal.	Oct. 17, 1863	Fernandina, Fla.
536	Widow and heirs of August S. Huguet.	Sugar, oxen, &c., taken by Gen. Banks.	April, 1863	Opelousas, La
537	Augustus Bonaud	Jewelry, liquors, &c., taken by Gen. W. T. Sherman.	Dec., 1864	Savannah, Ga
538	Jean M. Heriard	Cotton, boat, &c., destroyed by U. S. authorities.	Nov., 1864	Grand Lake, La.
539	Nathalie Chaddefraud, tutrix.	Boat and merchandise, destroyed by Maj. Davis.	Feb. 7, 1863	Pierrepont, La
540	Jean Dupré	Building, destroyed by Gen. Weitzel.	June 1, 1863.	Berwick, La
541	Widow Jean Vallet, administratrix.	Flat-boat used and services rendered to Col. McMillan.	Nov., 1862	Bayou Felix, La.
542	Henriette E. D. Weisz.	Furniture, &c., taken and destroyed by Maj. Bullen.	June, 1863	Donaldsonville, L
543	Ange Marie Jan	Horses taken by Col. Smith and Gen. Franklin.	Apr., 1863, to Nov. 4, 1864.	St. Martin's Parial
544	Caroline Pierront	Horses, colts, &c., taken by Gen. Banks.	May, 1863	St. Martinsville, I
545	Philibert B. Rogay	Cotton, taken by Gen. Banks	May 16, 1864.	Mansura, La
546	Pierre Gucherean	Horses, mules, &c., taken by Col. Prely.	May, 1863	St. Martin's Parial
547	Vammale Basile	Sheep, cows, &c., taken by U. S. authorities.	1861–1866	Morganzia, La

he United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$2,700 00	Int. at 6 p. c.		Award, $1,512 at 5 p. ct. from Apr. 1, 1864; made Oct. 30, 1883.	$1,512 00	$1,512 00	$3,024 00
4,500 00	....do		Award, $2,520 at 5 p. ct. from Apr. 1, 1864; made Oct. 30, 1883.	2,520 00	2,520 00	5,040 00
2,428 57	....do		Award, $500 at 5 p. ct. from Apr. 1, 1863; made Nov. 16, 1883.	500 00	525 00	1,025 00
1,000 00	....do		Disallowed, Jan. 19, 1884			
1,267 52	....do		Award, $880 at 5 p. ct. from July 1, 1863; made Jan. 19, 1884.	880 00	912 92	1,792 92
1,938 00	....do		Award, $400 at 5 p. ct. from Apr. 1, 1863; made Oct. 23, 1883.	400 00	420 00	820 00
14,000 00	....do		Disallowed, Nov. 16, 1883			
108,396 00	....do		Disallowed, Jan. 19, 1884			
35,226 95	....do		Disallowed, Jan. 26, 1884			
375 00	....do		Award, $300 at 5 p. ct. from Aug. 11, 1862; made Jan. 19, 1884.	300 00	324 58	624 58
5,000 00	....do		Award, $5,000 at 5 p. ct. from Aug. 11, 1862; made Jan. 19, 1884.	5,000 00	5,409 58	10,409 58
1,309 00	....do		Award, $25 at 5 p. ct. from June 1, 1864; made Oct. 23, 1883.	25 00	24 79	49 79
250 00	....do		Award, $250 at 5 p. ct. from Aug. 11, 1862; made Jan. 19, 1884.	250 00	270 47	520 47
375 00	... do		Award, $375 at 5 p. ct. from Aug. 11, 1862; made Jan. 19, 1884.	375 00	405 72	780 72
2,250 00	....do		Award, $2,250 at 5 p. ct. from Aug. 11, 1862; made Jan. 19, 1884.	2,250 00	2,434 31	4,684 31
1,470 00	....do		Consolidated with No. 692			
7,135 00	$6,421 50	$13,556 50	Disallowed, Oct. 8, 1883			
7,500 00	8,000 00	15,500 00	Disallowed, Jan. 25, 1882			
96,867 00	With int		Dismissed for want of jurisdiction, Jan. 31, 1882.			
3,060 00	3,270 00	6,330 00	Dismissed for want of jurisdiction, June 4, 1883.			
15,327 50	15,000 00	30,327 50	Disallowed, Jan. 19, 1884			
7,050 00	7,910 00	14,960 00	Dismissed for want of prosecution, June 4, 1883.			
7,500 00	8,000 00	15,500 00	..... do			
7,500 00	8,000 00	15,500 00	.....do			
8,850 00	Int. at 5 p. c.		.....do			
17,475 00	....do		Award, $175 at 5 p. ct. from May 1, 1864; made Mar. 5, 1883.	175 00	174 28	349 28
13,067 00	....do		Dismissed for want of jurisdiction, May 4, 1883.			
149,763 50	With int		Dismissed for want of jurisdiction, Feb. 16, 1864.			
6,780 00	Int. at 6 p. c.		Dismissed for want of jurisdiction, Feb. 20, 1883.			
2,823 00	With int		Disallowed, Oct. 13, 1883			
20,000 00	21,600 00	41,600 00	Dismissed for want of prosecution, June 4, 1883.			
24,720 00	Int. at 6 p. c.		Dismissed for want of jurisdiction, May 4, 1883.			
15,065 00	16,571 50	31,636 50	Award, $900 at 5 p. ct. from Apr. 1, 1863; made June 4, 1883.	900 00	945 00	1,845 00
660 00	With int		Disallowed, June 14, 1883			
600 00	Int. at 6 p. c.		Award, $200 at 5 p. ct. from Jan. 1, 1863; made Jan. 19, 1884.	200 00	212 47	412 47
10,015 00	..do		Dismissed for want of jurisdiction, Jan. 3, 1883.			
3,920 00	.. do		Award, $850 at 5 p. ct. from Jan. 1, 1865; made October 8, 1883.	850 00	817 98	1,667 98
3,900 00	....do		Dismissed for want of jurisdiction, Jan. 3, 1883.			
2,070 00	....do		Disallowed, Oct. 8, 1883			
1,295 00	... do		Award, $500 at 5 p. ct. from June 1, 1863; made Oct. 13, 1883.	500 00	520 82	1,020 82
2,184 00	....do		Dismissed for want of jurisdiction, Jan. 3, 1883.			

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
548	Jacques Hausman	Cotton, whisky, &c., taken by Maj. Gen. Wilson.	1861-1866	Montgomery, Ala
549	Raphael Dreyfuss	Cotton, &c., taken by Gen. Wilson.	Apr. 15, 1865	do
550	Lucile T. Bourgeois, administratrix.	Arrest and imprisonment, by Col. Reith.	July 29, 1862	Plaquemine, La
551	François Amiel	Sloop, &c., taken by Capt. Pelmington.	Aug., 1862	Pascagoula, Miss
552	Mary Marks, administratrix.	Cotton, taken by Gen. Wilson	Between Apr. 13, 1861, and Aug. 20, 1866.	Montgomery, Ala
553	Sigismund Roman, administrator.	Cotton, &c, taken by Gen. Wilson.	do	do
554	Charles Pointel	House, &c., taken by Com. Dupont.	Nov. 6, 1861, to Oct. 15, 1863.	Beaufort, S. C
555	Charles L. DuBos	Cigars, &c., taken by U. S. troops	Feb. 20, 1865	Charleston, S. C.
556	Felecie Barisien	Corn, &c., taken by Capt. Thompson, &c.	Oct., 1863	Batesville, Ark
557	Augusta DeBebian	Arrest by Lieut. Pennington	Aug. 13, 1861	Newport, R. I
558	Jeanne T. Bonneau *et al.*	Carpenter's chest, &c., taken by U. S. troops.	Oct. 7, 1863, to June 8, 1864.	Red River, La
559	Charles T. Dugazon, exec'r.	House, &c., taken by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La
560	J. P. and Auguste Mollar.	Cotton, &c., taken by Gen. Banks.	Aug., 1864	Natchitoches Parish, La.
561	Emma and Laura Abadie.	Sugar, &c., taken by Gen. Butler	Oct. 28, 1862.	La Fourche Parish, La.
562	E. R. Archinard, adm'r.	Cotton taken by Gen. Banks	May 15, 1863	Milliken's Bend, La
563	Pierre Louis Lacrois	Jewelry, &c., taken by Colonel Thomas.	Nov. 3, 1862	La Fourche Crossing, La.
564	Bartholomey Labesque	Mules, &c., taken by Col. Kendrick *et al.*	Aug., Sept., and Nov. 26, 1862,	Near Fort Pickering, Tenn.
565	Guillaume Duffard	Rum, &c., taken by Col. Thomas *et al.*	Nov. 2, 1862	La Fourche Crossing, La.
566	Catharine D. Milhas	House, &c., taken by U, S. troops.	May 14, 1864	Alexandria, La
567	Denis Meng	House, &c., taken by Admiral Farragut.	Aug., 1862	Donaldsonville, La
568	Jean Charles Harispe	Molasses taken by U. S. troops	March, 1863	St. Charles Parish, La.
569	Joseph Dufaut	Cotton taken by Gen. Banks	Feb. 29, 1864	Natchitoches Parish, La.
570	Remy Batmale	Guns, &c, taken by Gen. Butler.	Aug. 19, 1862	New Orleans
571	Julie Bassett, adm'x	Horses, &c., taken by General Weitzel.	Oct. 30, 1862	Labadieville, La
572	A. and E. Rochereau	Taxes assessed by Gen. Butler	1863-1865	New Orleans
573	Theodore Frois	Cotton, &c., taken by U. S. troops.	1864-1865	Louisiana, Texas, and Arkansas.
574	Alice E. Charbonnet	House occupied by Gen. Butler	May to Dec., 1862.	New Orleans
575	Carmelite Gonzales	House, &c., taken by Maj. Bowen (or Bullen).	July, 1863	Donaldsonville, La
576	Jacques A. Bonnafon	Taxes assessed by Gen. Butler	1864, 1865	New Orleans
577	Emile Arthur Albert, exec'r.	Hats, &c., taken by Col. Robinson	Nov. 20, 1864	do
578	Marie Elvina Fabry	Dry goods, &c., taken by U. S. troops.	About Aug. 26, 1862.	St. Charles Parish, La
579	Esther Levy	Sugar, &c., taken by Col. Robinson, &c.	Dec. 31, 1863	Faussee Point, La
580	Mrs. Adolphe Ollée, adm'x,	House, &c., taken by Maj. Bowen	July, 1863	Port Barrow, La
581	Mathilde Estrade *et al.*	House, &c., taken by U. S. troops.	1862 and 1863	Orleans Parish, La
582	Adolphe Ollée	Cows, &c., taken by Gen. Franklin, &c.	Nov. 12, 1863	Abbeville, La
583	Augustin Guidry, ad'r.	Skiff, &c., taken by Gen. Banks, &c.	Apr. 22, 1863	Berre Landing, La
584	Pierre S. Wiltz, adm'r.	Silverware taken by Gen. Butler, &c.	Oct., 1862	New Orleans
585	Pierre S. Wiltz, adm'r	House, &c., destroyed by Admiral Farragut.	Aug. 9, 1862	Donaldsonville, La
586	Madame Cecile Cramer.	Furniture, &c., taken by Gen. Butler.	About Dec. 8, 1862.	New Orleans
587	Gustave Deffarge	Arrest by U. S. authorities	Mar. 25, 1864	Dry Tortugas

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$131, 840 00	Int. at 6 p.c		Dismissed for want of jurisdiction, Jan. 26, 1884.			
83, 110 00	do		do			
20, 000 00	do		Award, $500 at 5 p. ct. from Apr. 1, 1863; made Oct. 13, 1883.	$500 00	$525 00	$1, 025 00
3, 804 00	do		Disallowed, Nov. 2, 1883			
74, 279 85	71, 321 00	$145, 600 85	Dismissed for want of jurisdiction, Jan. 26, 1884.			
126, 186 83	112, 229 20	238, 416 03	Disallowed, Mar. 29, 1884			
8, 073 00	8, 147 98	16, 220 98	Dismissed for want of prosecution, June 4, 1883.			
2, 886 00	With int.		Disallowed, June 14, 1883			
1, 633 00	1, 671 00	3, 304 00	Disallowed, Jan. 19, 1884			
40, 000 00	With int.		Disallowed, Feb. 16, 1884			
27, 985 50	do		Disallowed, Dec. 6, 1882			
6, 535 00	Int. at 6 p.c.		Dismissed for want of prosecution, June 4, 1883.			
93, 040 00	93, 040 00	186, 080 00	Disallowed, Feb. 4, 1884			
10, 063 00	Int. at 6 p.c.		Award, $1,300 at 5 p. ct. from Apr. 1, 1863; made Oct. 13, 1883.	1, 300 00	1, 365 00	2, 665 00
420, 120 00	do		Dismissed for want of prosecution, June 4, 1883.			
1, 398 00	do		Dismissed for want of jurisdiction, Mar. 10, 1882.			
4, 780 00	5, 329 70	10, 109 70	Award, $1,500 at 5 p. ct. from Apr. 1, 1863; made Oct. 30, 1883.	1, 500 00	1, 575 00	3, 075 00
4, 510 50	Int. at 6 p.c.		Award, $300 at 5 p. ct. from Jan. 1, 1863; made Jan. 19, 1884.	300 00	318 70	618 70
3, 140 50	Int. at 5 p.c.		Dismissed for want of jurisdiction, Jan. 3, 1883.			
26, 320 00	do		Disallowed, Nov. 2, 1883			
6, 720 00	do		Disallowed, Feb. 4, 1884			
21, 443 75	do		Disallowed, Jan. 19, 1884			
650 00	do		Disallowed, Feb. 4, 1884			
1, 330 00	do		Award, $100 at 5 p. ct. from Apr. 1, 1863; made Oct. 23, 1883.	100 00	105 00	205 00
1, 168 58	With int.		Disallowed, Feb. 4, 1884			
228, 773 45	Int. at 6 p.c.		Disallowed, Jan. 26, 1884			
600 00	do		Award, $120 at 5 p. ct. from Apr. 1, 1863; made Jan. 19, 1884.	120 00	126 00	246 00
3, 425 00	do		Dismissed for want of jurisdiction, Apr. 6, 1883.			
9, 176 42	do		Disallowed, Jan. 26, 1884			
97, 700 00	With int.		Award, $20,000 at 5 p. ct. from Jan. 1, 1865; made June 4, 1883.	20, 000 00	19, 246 58	39, 246 58
6, 041 90	6, 843 73	12, 885 63	Award, $350 at 5 p. ct. from Apr. 1, 1863; made Nov. 16, 1883.	350 00	367 50	717 50
108, 939 74	Int. at 6 p.c.		Dismissed for want of prosecution, Mar. 26, 1884.			
3, 923 00	do		Disallowed, Oct. 13, 1883			
1, 874 30	do		Disallowed, Mar. 5, 1883			
1, 225 00	do		Disallowed, Jan. 26, 1884			
2, 009 50	do		do			
16, 950 00	With int.		Dismissed for want of jurisdiction, May 4, 1883.			
1, 466 00	do		do			
1, 800 00	do		Dismissed for want of jurisdiction, Mar. 10, 1882.			
50, 000 00	Int. at 6 p.c.		Dismissed for want of prosecution, June 4, 1883.			

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
588	J. H. Wilberding, ex'r	Cotton, &c., taken by Capt. Bromley.	April, 1863..	Grand Coteau, La ....
589	George X. Pouvreau..	Detention of French schooner "La Bella Cubana" by U. S. authorities.	Sept. 20, 1864	New Orleans, La .....
590	Azoline Gautherin, administratrix.	Lumber detained by Gen. Butler	Dec. 1, 1865 .	.....do .....
591	Charles Levy	House, &c., taken by U. S. troops	May 25, and April 20, 1863.	St. Charles Parish, La.
592	Oscar Chopin, ex'r....	Cotton, &c., taken by Maj. Robertson.	May 13, 1863	Natchitoches, La .....
593	Jean Strenna	Cotton, &c., taken by U. S. troops	May 15, 1864	Covington, La .....
594	S. Arans Sorrel, administrator.	Provisions, &c., taken by Gen. Banks *et al.*	1863 and 1864	St. Mary's Parish, La.
595	Jules Le More.....	Arrest by Gen. Butler.....	Nov. 12, 1862	New Orleans, La .....
596	J. L. and Charles C. LeRoux.	Vessel taken by Col. Goodwin ...	From June 11 to July 5, 1862.	Fort St. Philip.....
597	Philip Dubie.....	Whisky, &c., taken by U. S. troops.	July 20, 1865	Galveston, Tex.....
598	A. C. Le More	Arrest by Gen. Butler.....	Nov. 12, 1862	New Orleans, La .....
599	Auguste Regouffre....	Whisky, &c., taken by U. S. troops.	Oct. 27, 1862	Donaldsonville, La....
600	A. F. Habert	Cotton taken by U. S.....	April, 1864..	Franklin, La.....
601	D. A. Chaffraix.....	Loss caused by detention of sugar by W. H. Higgins, internal-revenue assessor.	April 20 to July 23, 1863.	New Orleans, La .....
602	Jules Le More, agent for C. H. Schaeffer.	Loss caused by collision of French steamer "Tage" with U. S. steamer "Mercedita."	May 1, 1862	Near Havana, Cuba...
603	Arthur Denis, ex'r...	House, contents, and supplies of farm taken by U. S. authorities.	Oct. 17, 1862	New Orleans, La.....
604	Anne Louise Flory ...	Horses, cotton, &c., taken by Maj. Montgomery.	Oct. 1863 ...	St. Martin's Parish, La.
605	Allen Jumel	Furniture, carpets, &c., taken by U. S. authorities.	July 1, 1863.	Iberville Parish, La .....
606	Pierre S. Wilts, adm'r	Cotton taken by U. S. authorities.	June, 1863, and Dec., 1864.	Jackson, La .....
607	George Eugene Leduc	Guns, merchandise, &c., taken by Gen. B. F. Butler.	June 5, 1862.	New Orleans, La.....
608	Jean Lalanne	Horses, &c., taken by Gen. Banks.	May 22, 1863	.....do .....
609	Pierre Gustave Gibert	Sugar taken by Gen. Franklin; taxes levied by Gen. Banks.	Nov., 1863, and May, 1863.	.....do .....
610	Widow Jenny Maine..	Wood, household articles, &c., taken by U. S. authorities.	Sept., 1862..	Baton Rouge, La .....
611	Adelaide Moulis, administratrix.	Cattle, wool, wagon, &c., taken by U. S. authorities.	Dec. 7, 1863, and Jan. 7, 1864.	Iberia Parish, La.....
612	Madame Jacques Vivey.	Furniture, household goods, &c., destroyed by Adm'l Farragut.	Aug. 9, 1862	Donaldsonville, La.....
613	Charles Espenan.....	Taxes illegally assessed by U. S. authorities.	1864–1865....	New Orleans, La.....
614	Thomas C. Payan	.....do.....	....do	.....do .....
615	Irma Barthel, widow .	Whisky, merchandise, &c., taken by Capt. Green.	April, 1864..	Labadieville, La.....
616	B. Franceschi.....	Sugar taken by Gen Butler.....	Dec. 2, 1862..	New Orleans, La....
		Cotton taken by U. S. authorities .	Oct. 26, 1864.	Mobile, Ala.....
617	E. C. Drouet, adm'r...	Horses, mules, &c., taken by Gen. R. T. Dunham.	May, 1863...	Port Barre, La.....
618	Christian Cline	House, contents, &c., destroyed by Admiral Farragut.	Aug. 9, 1862.	Donaldsonville, La..
619	George Pelligrini.....	Brandy, claret, &c., taken by U. S. authorities.	Mar., 1863 ..	Pensacola, Fla.....
620	Jacobine Salzman.....	Wood, whisky, poultry, &c., taken by U. S. authorities.	Dec., 1863 ...	Minelburg, La.....

the United States, &c.—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$6,642 50	Int. at 6 p.c.		Dismissed for want of prosecution, June 4, 1883.			
12,000 00	With int.		Disallowed, Oct. 8, 1883			
35,333 00	$40,000 00	$75,333 00	Disallowed, Feb. 9, 1884			
1,142 00	With int.		Dismissed for want of jurisdiction, May 4, 1883.			
31,371 73	Int. at 6 p.c.		Award, $2,111 at 5 p. c. from April 1, 1864; made Feb. 16, 1884.	$2,111 00	$2,111 00	$4,222 00
15,645 00	With int.		Disallowed, June 26, 1883			
314,709 66	Int. at 6 p.c.		Award, $25,000 at 5 p. c. from Jan. 1, 1864; made Feb. 9, 1884.	25,000 00	25,308 22	50,308 22
50,000 00			Award, $4,000 without interest; made Feb. 23, 1883.	4,000 00		4,000 00
39,300 00	Int. at 6 p.c.		Award, $1,810 at 5 p. c. from Aug. 15, 1862; made Mar. 1, 1884.	1,810 00	1,957 28	3,767 28
18,500 00	10,880 00	29,380 00	Dismissed for want of jurisdiction, Nov. 27, 1882.			
100,000 00			Award, $10,000 without interest; made April 16, 1883.	10,000 00		10,000 00
4,278 00	Int. at 6 p.c.		Disallowed, Dec. 6, 1882			
6,004 75	do		Award, $3,212.24 at 5 p. c. from June 20, 1863; made April 3, 1882.	3,212 34	3 337 75	6,550 09
15,344 18	Int. at 6 p.c.		Award, $600 at 5 p. c. from July 23, 1863; made Oct. 23, 1883.	600 00	620 71	1,220 71
107,864 47	do		Dismissed for want of jurisdiction, June 17, 1882.			
101,980 00	do		Award, $9,200 at 5 p. c. from April 1, 1865; made June 26, 1883.	9,200 00	8,740 00	17,940 00
43,615 00	do		Disallowed, June 14, 1883			
2,500 00	do		Dismissed for want of jurisdiction, May 5, 1883.			
47,140 00	do		Dismissed for want of jurisdiction, Jan. 3, 1883.			
8,576 00	do		Award, $600 at 5 p. c. from April 1, 1863; made Nov. 23, 1883.	600 00	630 00	1,230 00
787 00	926 02	1,713 02	Award, $100 at 5 p. c. from July 1, 1863; made Feb. 4, 1884.	100 00	103 75	203 76
10,996 72	12,138 95	23,135 67	Disallowed, Nov. 23, 1883			
250 00	Int. at 6 p.c.		Dismissed for want of jurisdiction, Mar. 10, 1882.			
2,775 00	do		Disallowed, Jan. 26, 1884			
1,430 00	1,346 58	2,776 58	Disallowed, Oct. 23, 1883			
1,316 83	Int. at 6 p.c.		Disallowed, Jan. 26, 1884			
13,725 47	do		Dismissed for want of prosecution, June 4, 1883.			
10,885 00	do		do			
7,604 67	With int.		Dismissed for want of jurisdiction, Jan. 3, 1883.			
3,465 00	do		Disallowed, Feb. 9, 1884			
5,000 00	With int.		Dismissed for want of jurisdiction, January 31, 1882.			
15,041 15	do		Disallowed, February 5, 1883			
2,259 00	do		Dismissed for want of jurisdiction, November 27, 1882.			

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
621	Ambroise Rosse and Esther Herrison.	House, &c., destroyed by Gen. Weitzel.	June 15, 1863.	Berwick, La.....
622	Pierre S. Wiltz, adm'r..	Use of steamboat; sofas, chairs, &c., taken and destroyed by Capt. Thornton.	Apr. 30, 1864.	Minelburg, La.....
623	Joseph Levy.....	Cigars, tobacco, &c., taken and destroyed by Col. Kyle	July 17, 1863.	Napoleonville, La.....
624	Claudius Maurin.....	Cotton taken by Capt. Mann	Aug., 1863...	Cook's Landing, La...
625	Victor Merle	Dry-goods, merchandise, &c., taken by Gen. Weitzel.	July, 1863...	Chaconla. La .....
626	Paul Fas and Mrs. Pascal Lapuyade.	Horses, cows, &c., taken by Gen. Butler.	Aug., 1862...	St. Bernard Parish, La.
627	Joseph Emile Seignouret.	Taxes assessed by U. S. authorities.	1863, '64–'65..	New Orleans, La.....
628	Marie Madeline Morosini.	Furniture, household goods, &c., destroyed by Admiral Farragut.	Aug. 9, 1862.	Donaldsonville, La.....
629	St. Ange Richon.....	Loss caused by blockade of port..	.....	New Orleans, La.....
630	Widow Desiré Gregoire and Widow Pierre Bataille.	Horses, mules, &c., taken by Gen. Banks.	July 31, 1863.	.....do .....
631	Dominique Pochelu...	Cotton taken by Gen. Canby.....	June, 1865...	Greensborough, Ala..
632	Auguste Ferré.....	Cotton, sugar, &c., taken by Gen. Butler. Taxes illegally assessed by U. S. authorities.	Nov. and Dec., 1862 Aug. 29, 1863, to 1865.	New Orleans, La....
633	Charles Gauthier	Cotton taken by Gen. N. P. Banks.	Apr. 1863....	St. Landry Parish, La.
634	Virginie Marie Fraytet.	Cotton, horses, &c., taken by Gen. Banks.	July, 1863 ..	Assumption Parish, La.
635	Etienne Dabezies.....	Horses, carriages, &c., taken by Gen. Butler.	May, 1862 ...	New Orleans, La.....
636	Eugenie Drogy Bailleul.	Takes exacted by Gen. B. F. Butler.	Aug. 11, 1862.	.....do .....
637	Francois Abadie and John M. Lacaze.	Taxes exacted by U. S. authorities.	June 3, 1865, to Dec. 20, 1865.	.....do .....
638	Philippe H. Bidault...	.....do.....	1863 to 1866..	.....do .....
639	Raymond Pochelu	Cotton taken and taxes exacted by U. S. authorities.	1863 to 1866..	Mobile, Ala.....
640	Charles N. Hoffer.....	Merchandise taken and imprisonment by U. S. authorities.	July 12, 1863	Corinth, Tenn .....
641	Andrea Ynogosa, administratrix.	Horse, cows, &c., taken and destroyed by U. S. authorities.	Nov. 3, 1863.	La Fayette Parish, La.
642	Nicholas M. Benachi..	Cotton taken and taxes exacted by U. S. authorities.	June, 1863...	New Orleans, La.....
643	Jean Perilliat.....	Cotton taken by Gen. N. P. Banks.	Apr. 16, 1863	Assumption Parish, La.
644	Mrs. August Ollée, widow and tutrix.	Horses, cows, taken and person imprisoned by U. S. authorities.	Nov., 1863 ..	New Iberia, La.....
645	Mrs. Eugene Vidale, administratrix.	Horse, cattle, taken by Gen. Franklin.	1863.....	.....do .....
646	Elénore le Tillier	Taxes exacted by Gen. Butler....	Aug. 11, 1862	New Orleans, La.....
647	Leon Funca	House, mules, horses, &c., taken by Gen. Banks.	May, 1863 ...	St. Mary's Parish, La.
648	Marie Dupaty	House, printing materials, &c., destroyed by Maj. Davis.	May, 1864 ...	Napoleonville, La.....
649	Charles W. Barriere, assignee.	Blankets taken and tax assessed by Gen. Butler.	May, 1862 ...	New Orleans, La.....
650	Jean Dantagnan, tutor.	Cows, horses, &c., taken by Gen. Banks.	April, 1863 ..	Orleans Parish, La....
651	P. Louis Cabrol	Cotton taken by U. S. authorities.	Mar. 23, 1863.	Vermillion Parish, La.
652	Mrs. Jean B. E. Giguel	Cotton taken by Gen. Banks.....	May 15, 1863.	Milliken's Bend, La...
653	Eliza Bougère, adm'x..	Oxen, horses, &c., taken and person imprisoned by U. S. authorities.	Nov. and Dec., 1864.	Concordia Parish, La.
654	Leon Godchaux.....	Cotton taken by U. S. authorities.	1862.....	Hillsborough, Miss ...
655	Robert and Marie de Lasteyrie.	Cotton taken and property occupied by Capt. E. Drayton.	Dec., 1861 ...	Wadmalaw, S. C .....

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$1,500 00	Int. at 6 p.c		Award, $300 at 5 p. ct. interest from June 15, 1863; made May 12, 1882.	$300 00	$311 92	$611 92
5,375 00	....do		Dismissed for want of jurisdiction, May 5, 1883.			
10,925 00	12,727 66	$23,652 66	Disallowed, November 9, 1883			
130,800 00	146,264 00	277,064 00	Disallowed, March 26, 1884			
5,000 00	4,250 00	9,250 00	Disallowed, November 9, 1883			
4,605 00	Int. at 5 p.c		Case withdrawn by the agent of the French Republic, October 26, 1882.			
53,000 00	Int. at 6 p.c		Disallowed, January 26, 1884			
26,815 00	10,404 00	37,209 00	Dismissed for want of jurisdiction, November 27, 1882.			
15,682 57	With int		Disallowed, October 23, 1883			
25,668 00	Int. at 6 p.c		Award, $91 at 5 per cent. from April 1, 1864; made November 9, 1883.	91 00	91 00	182 00
123,460 00	....do		Dismissed for want of jurisdiction, May 5, 1883.			
27,697 61	....do		Award, $3,555.52 at 5 per cent. from April 1, 1864; made February 4, 1884.	3,555 52	3,555 52	7,111 04
33,065 00	....do		Disallowed, January 26, 1884			
3,810 00	....do		Disallowed, October 13, 1883			
2,000 00	....do		Dismissed for want of prosecution, May 5, 1883.			
2,000 00	....do		Award, $2,000 at 5 per cent. from August 11, 1862; made January 26, 1884.	2,000 00	2,163 84	4,163 84
1,317 25	....do		Disallowed, February 4, 1884			
10,190 79	....do		Dismissed for want of jurisdiction, March 7, 1882.			
91,548 02	....do		Disallowed, February 4, 1883			
7,739 00	....do		.....do			
7,589 00	....do		Award, $83 at 5 p. ct. from Apr. 1, 1864; made Oct. 23, 1883.	83 00	83 00	166 00
380,050 43	....do		Disallowed, January 26, 1884			
1,800 00	....do		.....do			
1,725 00	....do		Disallowed, February 4, 1884			
10,800 00	....do		Award, $713 at 5 p. ct. from Apr. 1, 1864; made Nov. 16, 1883.	713 00	713 00	1,426 00
125 00	....do		Award, $125 at 5 p. ct. from Aug. 11, 1862; made Jan. 26, 1884.	125 00	135 24	260 24
42,250 00	....do		Award, $350 at 5 p. ct. from May 15, 1863; made Feb. 16, 1884.	350 00	365 39	715 39
5,000 00	....do		Disallowed, May 5, 1883			
22,692 00	....do		Disallowed, Feb. 4, 1884			
1,465 00	....do		Dismissed for want of jurisdiction, April 6, 1883.			
2,250 00	....do		Dismissed for want of jurisdiction, Jan. 3, 1883.			
420,120 00	....do		do			
131,860 00	....do		Disallowed, Feb. 23, 1884			
32,908 04			Dismissed for want of jurisdiction, May 5, 1883.			
25,675 00	With int		Award, $4,500 at 5 p. ct. from April 1, 1862; made June 26, 1883.	4,500 00	4,950 00	9,450 00

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
656	Joseph Camy	Cotton taken by Maj. Hamilton.	May 8, 1863	Leonville, La
657	A. Duthil, Victor Faisans, and George W. Bancker.	do	do	do
658	George W. Bancker	do	do	do
659	Mary Ann Texier	Bricks taken by Gen. Canby	Apr. 1, 1865	New Orleans, La
660	Michael Kreis	Houses destroyed by U. S. authorities.	July, 1864	Atlanta, Ga
661	Leon Queyrouze, administrator.	Cotton taken by Maj. Hamilton	May 1, 1863	St. Landry Parish, La.
662	Mrs. Virginie Esneault, adm'x.	Horses, sugar, &c., taken by Col. Sage and Gen. Banks.	Oct. and Nov., 1863.	Pointe Coupée Parish, La.
663	Jules Le More and Azoline Gautherin, administrators.	Lumber detained by Gen. Butler.	Sept. 18, 1862.	New Orleans, La
664	Pierre Leopold Jeannet.	Taxes exacted by Gen. Butler	Aug. 11, 1862.	do
665	Marquise de la Mazeliére.	do	do	do
666	Ernestine B. Laban	Cotton, horses, &c., taken by Gen. Banks.	Apr., 1863, & June, 1864.	St. Mary's Parish, La.
667	Nathaline Gèze, adm'x.	Houses, &c., destroyed by U. S. authorities.	July, 1863	Donaldsonville, La
668	Pauline Sarda Gourgand.	Taxes exacted by Gen. B. F. Butler.	Aug. 9, 1862	New Orleans, La
669	Hypolite Bellocq	Pastures taken possession of by Col. Stephen Thomas.	Sept., 1862	do
670	Alphonse Cahuzac	Loss on cargo of merchandise caused by U. S. authorities.	June 5, 1861	do
671	do	do	June 15, 1861	do
672	Elizabeth G. Escobas	Cotton taken by Capt. Steel	July 10, 1864.	Assumption Parish, La
673	Isaac Chataigner	Tools and notes taken and arrest and imprisonment by U. S. authorities.	Oct. 7, 1863	Camp Morton, Ind
674	Marie Amélie Laplante, widow and heirs.	Cotton, &c., taken by U. S. authorities.	Apr. 21, 1863.	Philadelphia, Pa
675	Mrs. Mélanie Blum, tutrix.	Horse, wagon, &c., taken by Gen. Weitzel.	Oct. 25, 1862	Donaldsonville, La
676	Madame Clémence E. L. Bayet.	Tax levied by Gen. Butler	Aug. 11, 1862.	New Orleans, La
677	Charles Peraldo	Lumber, &c., taken by U. S. authorities.	Oct. 15, 1864.	New Orleans, La
678	Marie C. I. and Clementine M. Lesuer.	Tax levied by Gen. B. F. Butler	Aug. 11, 1862	do
679	Widow Jean Meyer	Groceries, &c., taken by Gen. Banks.	May 20, 1864.	Cassenderie, La
680	John G. Manger	Merchandise, &c., taken by Gen. Smith.	May 29, 1864.	Helena, Ark
681	Alfred Delavigne, adm'r, and Rosalie Labaterie.	Sugar taken by the U. S. authorities.	June 26, 1863.	Waterloo, La
682	Henry Auguste Bohn.	Destruction of rolling-mill by Col. Eli Long.	Dec. 1, 1863	Cleveland, Tenn
683	Susanne K. Boulingval.	do	do	do
684	Pierre Felix Coutenat	Fruit taken by U. S. authorities	1861	Madison, Ind
685	Felix Halff	Cotton taken by U. S. authorities. Cotton taken by Gen. Banks	Dec., 1863 Nov., 1863	Edinburg, Tex Isabella, Tex
686	The widow and heirs of François H. de St. Cyr.	Houses, &c., occupied by U. S. authorities.	June 1, 1865.	Galveston, Tex
687	Charles F. Gaillmard	House, fences, &c., taken and destroyed by U. S. authorities.	Sept., 1863	Chattanooga, Tenn
688	Arthur Holmes	Land and buildings occupied by the U. S. authorities.	Feb. 11, 1865.	Aiken, S. C
689	Heirs of Pierre Louis Valory.	House and contents destroyed by U. S. authorities.	Feb. 17, 1865	Columbia, S. C
690	Ernestine Febrer	Sloop taken by the U. S. authorities.	Aug. 23, 1863.	Matamoras, Mexico
691	Charles Heidsick	Arrest and imprisonment by Gen. Butler. Cotton taken by U. S. authorities	July, 1862	New Orleans, La

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$16,500 00	With int...	.....	Disallowed, April 29, 1882	.....	.....	.....
16,500 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
16,500 00	....do	.....	Dismissed for want of jurisdiction, Jan. 3, 1883.	.....	.....	.....
18,000 00	....do	.....	Disallowed, Nov. 27, 1882	.....	.....	.....
24,606 06	....do	.....	Dismissed for want of jurisdiction, Mar. 10, 1882.	.....	.....	.....
11,200 00	Int. at 6 p. c.	.....	Disallowed, Feb. 9, 1884	.....	.....	.....
63,625 00	With int...	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
41,098 00	....do	.....	....do	.....	.....	.....
250 00	Int. at 6 p. c.	.....	Award, $250 at 5 p. ct. from Aug. 11, 1862; made Jan. 26, 1884.	$250 00	$270 48	$520 48
375 00	With int...	.....	Award, $375 at 5 p. ct. from Aug. 11, 1862; made Jan. 26, 1884.	375 00	405 72	780 72
20,550 00	....do	.....	Dismissed for want of jurisdiction, Nov. 27, 1882.	.....	.....	.....
25,000 00	Int. at 6 p. c.	.....	Disallowed, Nov. 2, 1883	.....	.....	.....
1,250 00	....do	.....	Award, $1,250 at 5 p. ct. from Aug. 11, 1862; made Jan. 26, 1884.	1,250 00	1,352 41	2,602 41
750 00	....do	.....	Disallowed, Feb. 9, 1884.....	.....	.....	.....
23,436 00	With int...	.....	Disallowed, Nov. 16, 1883.....	.....	.....	.....
5,767 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
4,141 00	Int. at 6 p. c.	.....	Disallowed, Feb. 9, 1884.....	.....	.....	.....
27,985 50	With int...	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
64,575 00	Int. at 6 p. c.	.....	Case withdrawn by agent of the French Republic, May 28, 1883.	.....	.....	.....
1,250 00	$930 50	$2,180 50	Disallowed, Dec. 11, 1882.....	.....	.....	.....
500 00	Int. at 6 p. c.	.....	Award, $500 at 5 p. ct. from Aug. 11, 1862; made Jan. 26, 1884.	500 00	540 96	1,040 96
2,820 84	....do	.....	Disallowed, Oct. 23, 1883.....	.....	.....	.....
1,250 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
5,427 50	....do	.....	Dismissed for want of jurisdiction, December 18, 1882.	.....	.....	.....
1,412 50	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
17,856 00	....do	.....	Disallowed, October 23, 1883.....	.....	.....	.....
50,000 00	53,250 00	103,250 00	Award, $4,500 at 5 p. c. from Apr. 1, 1864; made Nov. 2, 1883.	4,500 00	4,500 00	9,000 00
37,500 00	39,937 50	77,437 50	Award, $4,500 at 5 p. c. from Apr. 1, 1864; made Nov. 2, 1883.	4,500 00	4,500 00	9,000 00
720 00	1,152 00	1,872 00	Dismissed for want of jurisdiction, May 5, 1883.	.....	.....	.....
712,500 00	669,500 00	1,382,000 00	Disallowed, March 20, 1884	.....	.....	.....
25,150 00	With int...	.....	Award, $3,400 at 5 p. c. from Mar. 1, 1865; made Jan. 3, 1883.	3,400 00	3,244 44	6,644 44
7,420 00	....do	.....	Award, $100 at 5 p. c. from Jan. 1, 1864; made Oct. 13, 1883.	100 00	101 23	201 23
123,100 00	Int. at 6 p. c.	.....	Disallowed, February 16, 1884 ...	.....	.....	.....
23,735 00	....do	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
7,360 05	8,520 77	15,880 82	.....do	.....	.....	.....
369,390 00	Int. at 6 p. c.	.....	Disallowed, March 1, 1884	.....	.....	.....

EXHIBIT B.—*Clai*

No.	Name of claimant.	Character of claim.	Arose when.	Arose w
692	Joseph Dufaut	Arrest and imprisonment by Col. Hadlock.	May 30, 1862	Plaquemine
693	Adeline Blanchin	Taxes assessed by U. S. authorities.	Jan., 1865; May., 1866.	New Orlean
694	Guillaume A. Coignet	Horses taken by U. S. authorities	June 19, 1863	Thibodeaux
695	Elise Locoul	Mules, sugar, &c., taken by U. S. authorities.	Oct., Nov., 1862.	St. James P
696	Josephine L. Solari	House destroyed by U. S. authorities.	June, 1862; May, 1863.	East Carroll
697	Jean Marie Avrillon and Gabriel Perissin.	Cotton, cloth, &c., taken by U. S. authorities.	1863	Bayou La F
698	Emile Barbazan and Jules Barbazan.	Orchard, fences, &c., destroyed by U. S. authorities.	Jan. 10, 1865	Jefferson P
699	Pierre Lajausse	Cotton, schooner, &c., taken by U. S. authorities.	Apr. 28, 1862	Orleans Pa
700	Jean Pierre Esparros	Cattle, &c., taken by Gen. Banks	July, 1863	St. John Ba
701	Mrs. Sarah Cerf	Merchandise, &c., destroyed by Gen. Banks, &c.	June, 1863	Donaldsonv
702	Mrs. Remy Serrot, tutrix.	Truck taken by U. S. troops	July 10 to Aug., 1864.	McDonoghv
703	Henri Comte de Saint Roman.	Cotton taken by U. S	Apr., 1865	Mon t g o m Charleston
704	Louise Antoine Müh Vidal.	Cotton taken by Col. Coates	Aug., 1863	Kingston, M
705	Goddard Brothers	Seventy casks of brandy taken from "Circassian."	About Apr., 1862.	On the high
706	Theophile Deutreix	Property taken, and arrest and imprisonment.	Apr., 1865	St. John Ba ish, La.
707	J. and J. Prom & Co	Alcohol taken by Dr. McCormic	Oct. 28, 1862	New Orlean
708	Louis Naus	Bakery destroyed by U. S. troops	July, 1862	Donaldsonv
709	Mrs. Caroline Joseph	Hides, &c., taken by Gen. Banks	1862-'63	Vermillionv
710	François de Amas	Goods, &c., taken by Gen. Dow	do	Fort Jackso
711	Honora Picheloupe, adm'r.	Cotton taken by Gen. Banks	Apr. 16, 1863	Iberia Paris
712	Benoit Cazandebat	Horses, &c., taken by Gen. Banks.	1863	La Fayette
713	Marie A. L. Géray	Destruction of house by Col. Smith *et al.*	1861-1865	Paducah, K
714	Charon and Dumaine	Cattle, &c., taken by U. S. troops	do	do
715	Dennis Champy	Injury to and loss of services of his daughter by act of U. S. pickets.	Sept., 1861	do
716	do	Bay mare killed by Gen. Smith	Sept. 31, 1861	Near Paduc
717	Pierre Lavidalie	Wine taken with vessel "Pelegrin," &c.	During the rebellion.	Mouth of M
718	Raymond Housty	Cotton taken by Adjutant Sims	Mar. 12, 1864.	Near Bocai La.
719	do	Money and goods taken by U. S. troops.	Apr. 22, 1863	Opelousas, I
720	Bernard Sorbet	Contents of barber-shop taken by Gen. Brown.	June 3, 1865	Brownsville
721	Auguste & Léon Ferrier.	Cotton, corn, &c., taken by Gen. Banks.	Summer of 1863.	Louisiana
722	M. Sommarcelli	Cotton seized by U. S. under General Orders No. 5.	Apr., 1865	Mobile, Ala
723	Charles J. Dubois	Illegal taxes levied by Gen. Butler.	Aug. 14, 1862	New Orlean
724	Joseph Longe	Bay mare taken by Gen. Butler	May, 1862	do
725	J. C. Jagon	Liquors, &c., taken by Gen. Brown.	June 8, 1865	Brownsville
726	S. G. Follein	House, &c., destroyed by U. S. man-of-war "Exeter."	Mar. 7, 1863	Bayou Bato
727	L. Mérie	Detention of vessels "The Pilgrim," &c., by U. S. S. "Brooklyn."	July 2, 1861	Mouth of M
	Total			

the United States—Continued.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
$600 00	Int. at 6 p.c.		Award, $350 at 5 p. c. from Apr. 1, 1864; made Nov. 9, 1883.	$350 00	$350 00	$700 00
12,959 54	....do		Dismissed for want of prosecution, June 4, 1883.			
800 00	....do		Award, $200 at 5 p. c. from Apr. 1, 1864; made June 26, 1883.	200 00	200 00	400 00
38,280 00	....do		Award, $3,360 at 5 p. c. from Nov. 1, 1863; made Feb. 23, 1884.	3,360 00	3,429 50	6,789 50
13,937 50	....do		Dismissed for want of jurisdiction, May 5, 1884.			
7,780 00	....do		Disallowed, February 9, 1884			
4,800 00	....do		Dismissed for want of prosecution, June 4, 1883.			
48,700 00	... do		Application to file memorial rejected, November 19, 1881.			
5,254 00	....do		....do			
42,000 00	....do		Disallowed, December 15, 1883			
1,700 00	....do		Disallowed, February 9, 1884			
447,100 00	....do		Dismissed for want of prosecution, June 4, 1883.			
14,222 00	....do		....do			
3,261 75	With int		Application to file memorial rejected, November 19, 1881.			
5,000 00	Int. at 6 p.c.		Disallowed, Nov. 2, 1883			
2,888 00	....do		Disallowed, Mar. 1, 1884			
410 00	With int		Application to file memorial rejected, Nov. 19, 1881.			
16,940 00	$14,205 00	$33,145 00	Award, $105 at 5 p. ct. int. from Apr. 1, 1864; made Oct. 30, 1883.	105 00	105 00	210 00
4,500 00	With int		Application to file memorial rejected, Nov. 19, 1881.			
8,300 00	Int. at 6 p.c.		Award, $200 at 5 p. ct. int. from Apr. 1, 1864; made Oct. 23, 1883.	200 00	200 00	400 00
1,332 50	With int		Award, $350 at 5 p. ct. int. from Mar. 1, 1864; made June 4, 1883.	350 00	351 48	701 48
1,847 00	....do		Dismissed for want of prosecution, June 4, 1883.			
1,846 00	....do		....do			
3,375 00	....do		Application to file memorial rejected, Nov. 19, 1881.			
150 00	....do		....do			
5,000 00	....do		Disallowed, Dec. 6, 1882			
2,160 00			Application to file memorial rejected Nov. 19, 1881.			
1,070 00			....do			
1,795 00	With int		Award, $300 at 5 p. ct. int. from July 1, 1865; made Oct. 30, 1883.	300 00	281 26	581 26
29,305 00	Int. at 6 p. c.		Dismissed for want of jurisdiction, May 5, 1883.			
38,350 00	With int		Disallowed, Feb. 23, 1884			
750 00	Int. at 6 p. c.		Disallowed, Feb. 9, 1884			
975 00	....do		....do			
8,250 00	3,162 89	11,412 89	Award, $300 at 5 p. ct. int. from July 1, 1865; made Feb. 9, 1884.	300 00	281 26	581 26
940 00	Int. at 6 p. c.		Application to file memorial rejected, Nov. 19, 1881.			
7,411 27			Application to file memorial rejected, May 15, 1882.			
17,368,151 27				319,595 02	305,971 33	625,566 35

EXHIBIT B.—*Claims against*

No.	Name of claimant.	Character of claim.	Arose when.	Arose where.
1	Isaac Taylor	7,900 barrels of petroleum seized by French vessel "D'Estaing."	Oct. 17, 1870	On high seas
2	Peter Piaggio	Groceries, &c., destroyed by French troops.	1864	Matamoros, Mexico
3	Celina Anne Renard	Board and lodging supplied by command of mayor of Nancy, France.	Aug., 1870, to July 3, 1871.	Nancy, France
4	William C. Tripler	Steamer "Anahuac" taken by Admiral Buotte.	Mar. 6, 1864	Off Acapulco, Mexico.
5	Jean B. Pinchard, adm'r.	Coffee-house destroyed by France.	Mar. 6, 1871	Paris, France
6	John J. Kreig	Destruction of property by French authorities.	Sept., 1870	Lagray, France
7	H. E. Woodhouse	Seizure of "Milo" by French man-of-war "Magellan."	Oct. 8, 1863	On high seas
8	Edward F. Dickinson	Property destroyed by French troops.	Sept. 18, 1870, to Feb. 19, 1871.	Chatenay, France
9	William H. Frear	Loss on contracts with French Government, &c,	1870 and 1871	France
10	Ramond M. Moulton	Loss of property through French authorities.	1870	Paris, France
11	Bonaventura Dolheguy.	Loss caused by French authorities, and seizure of brig "Basco."	Dec., 1864, and Oct. 20 1866.	Acapulco, Mexico, and on high seas.
12	William Ogden Giles	Factory, &c., destroyed by French authorities.	Sept. 1, 1870	Pantin, France
13	Arizona Mining Co	Powder taken by steamer "Diamante."	Oct. 30, 1864	Gulf of California
14	François Tamiet	Illegal imprisonment by French authorities.	1871	Paris, France
15	Thomas Masson	"Anahuac" and "Teressa" seized by Admiral Boutte.	Mar. 6, 1864	Acapulco, Mexico
16	George Goodrum	Powder taken, &c., by French steamer "Diamante."	Oct., 1864	Colorado River
17	Willustun & Dutton	Detention of vessel "Wm. M. Richardson," &c., by French man-of-war "Diamante."	do	do
18	Samuel L. M. Barlow	Breach of contract by French Government.	Feb. 28, 1871	France
19	The American & Mexican Steamship Co.	do	Apr. 15, 1865	do
				Total

the Republic of France.

Amount claimed.			How disposed of.	Amount allowed.		
Principal.	Interest.	Total.		Principal.	Interest.	Total.
				Francs.	*Francs.*	*Francs.*
$83,191 55	$59,799 04	$142,990 59	Withdrawn, May 24, 1883	.....	.....	.....
5,700 00	4,275 00	9,975 00	Withdrawn, Apr. 21, 1881	.....	.....	.....
390 00	188 76	578 76	Dismissed for want of prosecution.	.....	.....	.....
79,682 00	Int. at 6 p.c	.....	Award, 3.414.78½ fr., at 5 p. c. from Apr. 1, 1864; made Mar. 26, 1884.	3,414.78½	3,414.78½	6,829.57
80,990 00	9,770 00	90,760 00	Disallowed, Feb. 16, 1882	.....	.....	.....
1,972 00	1,421 37	3,393 37	Disallowed, Dec. 22, 1882	.....	.....	.....
55,701 86	Int. at 6 p.c	.....	Dismissed for want of jurisdiction, Mar. 11, 1884.	.....	.....	.....
9,556 00	5,852 98	15,408 98	Disallowed, Mar. 1, 1884	.....	.....	.....
891,933 00	560,747 00	1,452,680 00	Disallowed, Mar. 26, 1884	.....	.....	.....
1,516 00	909 00	2,425 00	Disallowed, Mar. 20, 1884	.....	.....	.....
361,650 50	Int. at 6 p.c	.....	Dismissed for want of prosecution, June 4, 1883.	.....	.....	.....
10,545 00	7,740 64	18,285 64	Disallowed, Jan. 5, 1884	.....	.....	.....
66,535 00	Int. at 6 p.c	.....	Dismissed for want of jurisdiction, Mar. 11, 1884.	.....	.....	.....
10,000 00	....do	.....	Disallowed, May 28, 1883	.....	.....	.....
88,182 00	....do	.....	Award, 3,414.78½ fr., at 5 p. c. from Apr. 1, 1864; made Mar. 26, 1884.	3,414.78½	3,414.78½	6,829.57
6,250 00	....do	.....	Dismissed for want of jurisdiction, Mar. 11, 1884.	.....	.....	.....
3,750 00	....do	.....	....do	.....	.....	.....
420,000 00	....do	.....	Disallowed, Mar. 26, 1884	.....	.....	.....
250,000 00	....do	.....	Dismissed for want of jurisdiction, June 4, 1883.	.....	.....	.....
2,427,544 91			Total	6,829.57	6,829.57	13,659.14

EXHIBIT C.

COMMISSION DES RÉCLAMATIONS FRANCO-AMÉRICAINES.

ÉLISE LEBRET
C^tre
LES ÉTATS-UNIS. } No. 173.

Opinion du Commissaire de France.

LA NATURALISATION DU MARI POSTÉRIEURE AU MARIAGE ENTRAÎNE T-ELLE NÉCESSAIREMENT CELLE DE LA FEMME?

La réclamation Lebret soulève la question de savoir si une femme peut retenir un nationalité différente de celle de son mari, non pas au moment du mariage,—sur c point l'art. 19 du code civil français est formel, et la plupart des législations éta blissent aujourd'hui avec lui que la femme qui épouse un étranger suit la conditio de son mari,—mais plus tard, si celui-ci venait à acquérir une nationalité nouvell et imprévue par la femme lorsque celle-ci s'est engagée.

Mon honorable collègue est d'avis que cette naturalisation postérieure entrain forcément celle de la femme, et que les effets en sont les mêmes pour elle que lorsqu'e se mariant et en connaissance de cause elle a accepté de suivre la condition de so mari. A l'appui de sa thèse il passe d'abord en revue et compare celle de France les diverses législations des États-Unis, de l'Angl terre, de l'Italie, de la Russie, de la Prusse et de l'Espagne. Il n me semble pas que les citations qu'il en fournit soient toutes également concluante La loi russe déclare il est vrai la naturalisation forcée; mais la l anglaise est ambigüe; le texte des lois prussienne et espagnole, com me celui du code français, ne s'applique clairement qu'à la conditio du mari au moment du mariage; seule la loi d'Italie aborde la diff culté mais ne la tranche qu'à moitié et contre l'opinion de mon co lègue, lorsqu'elle dit: Codice civile, Lib. I, Tit. I, Artic. II, "la femme et les enfant mineurs de celui qui a perdu la nationalité (italienne) deviennent étrangers à moins qu'ils n'aient continué à résider dans le Royaume Qu'il s'agisse de la perte de la nationalité au moment du mariage ou postérieureme au mariage la femme et les enfants italiens, ne sont donc pas forcément naturalisés la suite du père; ils peuvent éviter de l'être en continuant à résider en Italie; ma comme d'autre part le Code italien ainsi que tous les autres impose à la femme l'ob gation de résider avec son mari, il s'ensuit que la séparation de nationalité ne d pouvoir s'établir qu'avec le consentement de ce dernier, et que c'est seulement u facilité qu'on a entendu ménager dans la pratique aux nombreuses familles italienn qui émigrent à l'étranger.

Examen des législations diverses.

de Russie, d'Angleterre, de Prusse, d'Espagne,

d'Italie.

Quant à la loi américaine elle fournit des arguments dans les deu sens.

M. le juge Aldis nous dit: "The United States has no law upo the subject of American women who marry foreigners, and does n say they shall or shall not follow the nationality of their husbands Mais si sur ce point comme sur beaucoup d'autres il n'y a pas de l écrite aux États-Unis, la coutume y consacre, plus que partout ailleurs, cela est n toire, le principe de l'indépendance et des droits personnels de la femme; non seul ment il y est admis que la femme américaine, en contractant m riage ne perd pas sa nationalité américaine, mais encore le droit se naturaliser de son propre chef et sans le consentement de son m lui a été reconnu en plusieurs occasions. (Washington Circuit Cou December, 1866; Marianne Pic; New York Supreme Court, 18 Priests *vs.* Cummings.)

Loi américaine, serait plutôt favorable à l'indépendence de la femme.

Cranch's Circuit Court Reports, I, p. 372.
Wendell's Rep., XVI, p. 617.

Au surplus, la loi ou la coutume américaine utile à consulter pour l'étude de la qu tion ne saurait pas plus que celles d'Angleterre, d'Italie ou de Prusse faire autorité p la résoudre, et je lui demande la permission de la remarquer en passant, c'est l'err capitale de mon honorable collègue de prétendre en faire dépendre la décision que n sommes appelés à rendre aujourd'hui. Continuant à chercher ses preuves dan législation américaine, il invoque la loi qui règle la naturalisation et au nom du p cipe incontestable que chaque état a le droit de légiférer souverainement chez lu de déterminer les conditions en vertu desquelles on y acquiert la nationalité, il conclut que du moment où cette loi déclare que la femme de l'étranger natura américain devient américaine la décision est finale, et qu'aucun Gouvernement rien à y voir. C'est résoudre la question par la question. Un état ne peut légifér que sur les personnes qui lui appartiennent et qu'à partir du moment où elles lui a

ent; or, nous nous trouvons ici en présence d'un ressortissant français qui er français, appelés à décider s'il a ou n'a pas aliéné la qualité de français. one connaître avant tout ce que pense de lui la loi française.

La loi française seule peut déterminer le statut personnel d'un ressortissant français.

ı loi et à la justice française seules que nous devons nous pour savoir si une française, si la dame Lebret, a aliéné ou les droits de sa nationalité d'origine.

Loi française pas plus décisive que les autres.

Napoléon est muet à cet égard, et la question est contro- Dans l'opinion de jurisconsultes éminents, l'art. 19 s'applique à la "condition" du mari connue lors du mariage; il ne s changements que cette condition pourrait subir par suite ninations postérieures du mari, et que la femme était dans ilité de prévoir lorsqu'elle a donné son consentement au

La question est controversée—2 théories en présence.

ils soutiennent que la nationalité est personnelle et ne peut gée que par un acte de la volonté personnelle de l'un comme époux; répondant enfin à l'objection tirée de la situation anormale qu'une ı de nationalité créerait dans la famille, ils assimilent cette situation à celle la différence de religion, par la séparation de biens.

impériale de Douai s'est prononcée dans ce sens dans l'affaire Hauël, C. août 1858:

lu en droit que si aux termes de l'art. 19 du code Napoléon la femme française qualité et suit la condition de son mari en épousant un étranger parce nonce alors volontairement à sa nationalité, il en est autrement lorsque son iert sa naturalisation en pays étranger; que dans ce cas l'épouse française a qualité dont le fait personnel de son mari n'a pu la priver;" * * * ıs loin, poursuivant ses considérants, la cour ajoute: "Attendu que la femme e en France de parents français, n'a jamais cessé d'habiter la France et d'y * * * distinction importante à noter et qui semblerait impliquer la con- e plus haut du code italien.

isans de l'unité de nationalité allèguent le vieux principe qui fait du mari le représentant unique de la famille, l'obligation du domicile commun im- femme, les inconvéniens que présenterait au point de vue de la bonne har- re les époux, de l'éducation et de l'avenir des enfants une situation aussi ıe celle d'un père et d'une mère appartenant à deux nationalités différentes ın jour en guerre et ennemies, etc.; ils ont eux aussi des arrêts en leur fa- êt de la chambre des requêtes du 14 avril 1818. Arrêt de la cour de Metz 1826.

choisir entre les deux théories et comme on le voit, la loi française laisse e point de droit et ne résout pas plus la difficulté que la loi américaine.

Pas de règle internationale.

s ces législations également incertaines peut-on tirer une ternationale? Évidemment non, et je m'étonne, je l'avoue, on honorable collègue rechercher la loi publique là où il s de lois particulières.

La question ne peut être résolue qu'en "équité,"

tion étant insoluble en droit, c'est donc "en équité" que ıs la décider et d'après les circonstances de fait.

les sont ces circonstances?

Faits.

ıe Lebret, d'après l'acte de naissance qui figure au dossier, 5 mars 1809, à Alzey, département du Mont-Tonnerre, prov- ıanes, qui faisait alors partie de l'Empire français.

venue aux États-Unis à une époque indéterminée; antérieurement à 1841 tablie à Bayou Sara, dans la Louisiane, où elle avait un magasin de lingerie. ril 1841 elle épousa, à la Nouvelle-Orléans, Pierre Lebret, français, résidant dans la Louisiane. Pierre Lebret possédait 5,000 dollars; elle aporta dans auté la valeur de son magasin, plus une somme de 1,300 dollars. Immé- après son mariage elle alla vivre avec son mari sur la paroisse de West où le sr. Lebret forma une plantation au milieu des bois, nommée Fancy

nois auparavant, c'est-à-dire le 19 décembre 1840, Lebret avait fait une déclaration d'intention d'adopter la nationalité américaine. Donna-t-il ce à sa future de cette démarche si importante pour l'avenir du ménage, endant ses objections, la lui a-t-il cachée? On ne le dit pas; quoiqu'il en trois années révolues, le 23 mai 1844 il compléta sa naturalisation. Il est 79 citoyen américain.

Lebret affirme qu'elle n'a pas consentit, en ce qui la concernait, à la natura- son mari; qu'elle a toujours protesté de son intention de rester française et s les moyens en son pouvoir pour conserver sa nationalité d'origine; à cet octobre 1862, elle s'est fait délivrer par le Vice-Consul de France à Bâton oyen américain peu au courant des règlements consulaires français, un cer- statant qu'elle était "née à Metz, département de la Moselle," et qu'en sa française elle avait droit à la protection du Gouvernement français. Ce

certificat est incorrect et incomplet. On voit que l'agent consulaire le lui a d sur sa simple déclaration et sans qu'elle lui ait montré son acte de naissance. craignit sans doute, à tort d'ailleurs, que la constatation de sa naissance sur un toire n'appartenant plus à la France ne fit quelque difficulté à la délivrance du ficat, qui au surplus ne prouve rien, ni pour ni contre la nationalité.

Le 23 janvier 1872, pour se conformer aux stipulations du traité entre la Fra l'Allemagne, la dame Lebret opta en faveur de la nationalité française au Consu France à la Nouvelle-Orléans.

Cet exposé des faits donne lieu à plus d'une observation.

La femme Lebret a-t-elle bien ignoré au moment de son mariage les projets d futur mari? Admettons que celui-ci les lui ait d'abord cachés; la naturalisatic complie, elle l'a certainement connue; c'était après trois ans de mariage, lorsq disposition aux concessions mutuelles dans un jeune ménage commence à s'am la découverte d'ailleurs d'avoir été trompée n'était pas de nature à la prédispose condescendance; l'acte de 1844 lui fournissait l'occasion de manifester et de for son opposition. Elle l'a fait, dit elle, et s'est exprimée fortement à ce sujet e sieurs circonstances; mais de simples propos, des objurgations conjugales rappel bout de trente années ne sont pas une preuve; on ne peut admettre comme p qu'une démarche légale, une protestation en forme; cette protestation la femme L pouvait la faire, soit devant l'autorité américaine, soit au consulat de France; n'est qu'au bout de 18 ans qu'elle s'en avise, la deuxième année de la guerre civile, lo les troupes fédérales reprennent possession de la Louisiane, que la plantation de l Point est menacée et que la nationalité américaine de son mari, peut-être ses opi sudites peuvent lui procurer des désagréments. Cette revendication de la natio française est un peu tardive. Je ne mentionne que pour mémoire l'acte d'opti 1872; il n'est que la conséquence de la position prise en 1862, c'est le caract l'acte de 1862 qu'il importe surtout d'apprécier; or cet acte ne me semble pas sé pas plus dans la forme qu'au fond. Je n'y vois qu'un expédient. Il est trop qu'on a assez volontiers, sinon volontairement, subi la nationalité américaine ta celle-ci a été profitable et qu'elle présentait des avantages, et qu'on s'est souve la nationalité française uniquement lorsque la naturalisation américaine a amen inconvénients, et qu'on invoque cette nationalité à seule fin de protéger le mari a cain et les biens de la communauté.

Je ne voudrais pas toucher à la question de l'esprit de retour. Le Code Civil çais accorde une très large marge à l'esprit de retour. Il faut cependant bi tracer une limite quelconque sous peine de déclarer veines les dispositions de 17, mais c'est un point, n'en déplaise encore à mon honorable collègue, que les cour çaises seules ont qualité pour définir; aussi tout en réservant expressément leu pétence et sans que cela puisse tirer à conséquence me bornerai-je à remarque la revendication de la nationalité française par la femme Lebret, ne paraît null accompagnée d'aucune manifestation d'intention de rentrer en France ni avant ni depuis cette époque où la mort de son mari l'a rendue libre. Il y a là un fait il faut, au moins moralement, tenir compte.

Je me résume:

Dans l'affaire qui nous est soumise, le point de droit me semble impossible à ét Les législations étrangères, sauf celle d'Italie, fournissent peu de renseignements la législation américaine se contredit; la prétention de mon collègue de décide quement d'après celle-ci du statut personnel d'un ressortissant français est com ment inadmissible; quant à la loi française, qui seule serait décisive, elle ne s nonce pas; par suite de l'insuffisance des législations particulières, il n'y a p règle internationale. C'est pourquoi, laissant de côté la discussion théorique et le de vue légal controversé, je ne crois pas qu'on pûisse juger autrement qu'en "éq et uniquement d'après les circonstances de fait. Or, il me paraît infiniment pro que la femme Lebret, en épousant son mari, a connu son intention de se faire n liser américain; dans tous les cas, elle a bénéficié durant de longues années de naturalisation; les intérêts pour lesquels elle réclame aujourd'hui en sont le tout en invoquant la protection de la France pour ces intérêts foncièrement a cains, elle n'a manifesté aucune disposition à se rattacher d'une manière effectiv mère patrie, que depuis 40 ans elle ne l'a servie en aucune manière, ni en lui nissant des citoyens au cas où elle a eu des enfants, ni en contribuant à ses in Je ne la déclare pas dénationalisée, je n'en aurais d'ailleurs pas le droit, mais considère pas la France comme tenue de protéger indéfiniment une nationalité platonique, si je puis m'exprimer de la sorte, ni d'engager son action en faveur d ressortissants et de tels intérêts. En conséquence, j'écarte la réclamation de la Lebret.

L. DE GEOFR

EXHIBIT D.

FRENCH AND AMERICAN CLAIMS COMMISSION.

ÉLISE LEBRET
v.
THE UNITED STATES. } No. 173.

The opinion of the United States Commissioner, May 22, 1882.

THE FACTS.

1. Élise Lebret was born at Metz 24th March, 1809.

2. She was married to Pierre Lebret at New Orleans, La., April 13, 1841.

3. It does not appear when she came to America, but she was settled at Bayou Sara, La., and had a milliner's shop there before she was married—before April, 1841.

4. Pierre Lebret came to America at least as early as 1837, as he took his first step of naturalization on the 19th day of December, 1840; that is, declared his intention to become a citizen of the United States (see p. 64); and he must have been three years in the country before he could take that first step.

5. He declared his intention to become a citizen of the United States in "open court" at West Feliciana 19th December, 1840, and took the second step perfecting his naturalization on the 23d May, 1844.

It thus appears that he made his declaration of his intention to become a citizen of the United States December 19, 1840, *four months before his marriage* to the memorialist on the 13th April, 1841. She doubtless knew that he had made such declaration of intention when she married him, and her statement in her amended memorial (p. 7) that "when she marrried him he had never taken any steps to naturalize" is shown by the record to be untrne.

6. Pierre Lebret died May 15, 1879 (P. 33.)

7. From the time they came to America (between 1837 and 1840) up to the present time (1882) they have for forty-five years resided in America; have never returned to France or shown any intention to return there; have bought and owned two plantations, viz: Fancy Point of 500 acres of improved land (pp. 33, 34, 62), and Mulberry Hill, two or three miles from Port Hudson (p. 55), and kept the largest wood-yard on the Mississippi River (p. 55). Since the death of Pierre Lebret, about three years ago, she has continued to live in America, and has not expressed any intention of returning to France.

8. That memorialist claims that she objected to Lebret's getting naturalized, and told him she would remain French. On the 25th October, 1862, she claimed to be a French citizen before the French vice-consul at Baton Rouge, and on the 22d January, 1872, she so claimed again before the French consul at New Orleans.

Elise Lebret claims that she is a French citizen. If upon these facts she is not a French citizen we must dismiss her claim.

The United States counsel claims:

1. That as she was married and has resided in the United States since 1841, and as her husband became a naturalized citizen of the United States in 1844 (though after marriage), and so remained till his death, in 1879, she by operation of the United States law became a naturalized citizen of the United States, although she did not consent to her husband's naturalization, and always objected to becoming herself an American citizen; and that having thus become by naturalization an American citizen she thereby lost her French citizenship pursuant to the 17th article of the civil code of France.

This raises the question, the husband and wife being French by birth, but marrying and ever after living in the United States, and he after marriage and without her consent becoming naturalized in the United States, is the express law of the United States, which makes her citizenship follow that of her husband, though without her consent, valid by international law?

2. He further claims that if, under such circumstances, she is an American citizen by United States law and a French citizen by French law, then, by public law, she as a citizen of the country where she permanently resides, and the law of citizenship of that country is paramount, and determines her citizenship so long as she continues to reside in it; and therefore this tribunal must hold her to be an American citizen.

3. That, upon the facts appearing of record, she is not in equity and justice entitled to be regarded as a French citizen, or as having any right to demand the intervention of the French Government on her behalf.

Before considering these questions it is well to refer to some settled and indisputable principles of public law which have a direct bearing on these questions.

I.

It is the right of every nation to prescribe by law the terms and conditions upo which, and the rules and forms of proceeding through which foreigners may becom its citizens. These are the laws of naturalization. It is essential to the independ ence and sovereignty of a state that its right to determine for itself how foreigner may become its citizens shall be held sacred, and shall not be questioned by any othe state. In matters of naturalization no state can dictate to another any law, or an special mode of proceeding to become naturalized, or interfere with the laws or meth ods adopted by another, or question the validity or modify the effects of the exercis of those sovereign powers by another state.

This is settled public law.

I will cite the language of a few writers which bear directly upon the question be fore us.

In Wheaton's International Law (Dana's 8th edition), 142, in note § 85, I find th doctrine on this point stated in these words:

"Every nation has the right to give the complete character of a citizen to an ali *without consulting the wish of the state of his birth.*"

Halleck on International Law (p. 697, § 4) says:

"It is a universally conceded doctrine of international law that every independe state possesses exclusive sovereignty, and its laws bind all persons within its o jurisdiction. It results from this view of the question that *so long as the naturalized c izen remains within the territory and jurisdiction of his adopted country, or within jurisdiction of any other state than that which claims his primitive allegiance,* he ret ai the national character conferred upon him by naturalization."

Morse on Citizenship (p. 36, § 42, and p. 50):

"The rule of public international law is that naturalization is, by the common co sent or practice of civilized nations, committed in its entirety to the control and juri diction of the country of adoption, and *that the country of origin has no connectio with it and has nothing whatever to do with it.*"

In the celebrated case of Bauffremont-Bibesco (cited in Morse, pp. 88, 89, 90), i was decided that "when naturalization is conferred upon a foreigner it is an act c sovereign authority, and no other Government has the right to discuss its validity o to modify its effects. It is immaterial whether the naturalization is conferred b general laws or by special act of naturalization; if it be a legal naturalization, it i enough. It is the act of the sovereign power of the state, and cannot be question elsewhere."

The reasons upon which this settled rule of international law is founded are ob ous. Citizenship, in all republics and constitutional monarchies, is the prima source of political power. It is the will of the citizens of the state which determi its constitution and form of government. The citizens choose directly or indirec the president of the republic, the emperor (as in the plebiscites in France), and t great officials of the state. Citizens alone exercise this power. Aliens are never lowed to share in these great privileges. Hence it is essential to the independen sovereignty, and equality of each state that it shall determine for itself exclusive and free from all foreign interference, who are its citizens and who are not.

Hence its decisions on this subject—its laws—are binding on all who reside in territory and are subject to its jurisdiction; and, in this respect, are held binding a are respected and not disputed by other states. Such laws do not operate exterri rially. The naturalization laws of the United States do not operate within the t ritory of France upon persons resident in France, except so far as they are in h mony with and are recognized by French law.

The naturalization laws of France, like the civil code of France, do not oper within the territory of the United States upon persons resident in the United Sta except so far as they are in harmony with and are recognized by American law.

Each state has the right to make its own laws, according to its own ideas of ri and of public policy; and within its territory and over all persons there resident laws as to citizenship are supreme.

The United States has the right to enact a law that the nationality of the must follow that of her husband as well after as at the time of marriage if it de such law wise and well founded in public policy.

France has *the same right*, and might provide by law that the nationality of th wife should follow that of her husband after marriage as well as at the time of mar riage. Her civil code does not enact that her nationality *must* follow that of her husband at the time of marriage. It is silent as to whether her nationality *must follow* her husband's if he changes his nationality after marriage.

II.

THE LAW OF THE UNITED STATES.

The United States, in the exercise of its sovereign right to make such naturalization laws as it deems best, has enacted that if a man *after marriage* becomes by naturalization an American citizen, his wife thereby also becomes an American citizen *without her consent* and *without applying for letters of naturalization.*

His naturalization by operation of law naturalizes her.

The statute of the United States, enacted in 1855, (Sec. 1994, p. 350 of the Rev. Stat.,) is in these words: "Any woman who is now or may hereafter be married to a citizen of the United States, and who might herself be lawfully naturalized, shall be deemed a citizen."

By the terms of this law, Elise Lebret, being then (in 1855) married to a citizen of the United States and residing in the United States, became an American citizen.

The Supreme Court of the United States in Kelly *v.* Owen et al. (7 Wallace Rep., p. 496), decided that "the terms 'married' or 'who shall be married' do not refer to *the time when* the ceremony of marriage is celebrated, but to a state of marriage. Whenever a woman is in a state of marriage to a citizen, whether his citizenship existed at the passage of the act or subsequently, or before or *after the marriage, she becomes, by that fact, a citizen also.* His citizenship confers citizenship upon her." "The construction which would restrict the act to women whose husbands, at the time of marriage, are citizens, would exclude far the greater number *for whose benefit* the act was intended. *Its object was to allow her citizenship to follow that of her husband without the necessity of any application for naturalization on her part.*"

This decision is direct and final. There can be no doubt that Elise Lebret is an American citizen by the laws of the United States, and has all the rights of American women.

This law is binding on all who are residents of the territory and subject to the jurisdiction of the United States.

Foreign states are bound to respect it so far as it operates upon persons resident in the United States. They cannot question or interfere with its operation upon such residents of the United States.

They are bound, both by the principle of the law and by the mode of proceeding under it. They have no right to say that the law of the United States is wrong in making the nationality of married women follow that of their husbands after marriage and without their consent. They have no right to say that letters of naturalization must be taken out by the wife and that marriage is not enough.

The cases referred to by claimant's counsel were decided, one (Marianne Pic) in 1806, the other (of Priest *v.* Cummings, 16 Wend., 617) in 1837, long before the act of Congress of 1855 was enacted. They have no bearing upon the question now under consideration. The act of 1855 supersedes the proceedings there had.

The United States statute stands upon the ground of *public policy, not* on the ground of *the wife's consent.* Whether she consents or does not consent it is all the same. His naturalization after marriage makes her a citizen just the same as naturalization before marriage. She may object to his naturalization and protest ever so formally that she will not become an American citizen, that she will remain a French citizen; it makes no difference. The law, founded on a wise public policy, requires her nationality to be the same as her husband's, and she becomes by operation of law an American citizen.

There is reason for a distinction between men and women as to requiring their consent for becoming citizens. Men exercise political powers and privileges, and can vote and hold office, and are liable to military service. Women have no such powers and liabilities. By naturalization they get little or nothing, for, by the modern laws of nearly all civilized states, women enjoy all, or nearly all, *civil* rights, whether naturalized or not. But to make men citizens without their consent might oblige them to bear arms against their native land, though such service would be revolting to their principles, sentiments, and sympathies. Neither the state they live in nor their native state would desire or tolerate such service.

The wisdom of such a law as to married women, and even the necessity of it for the United States, are apparent.

1. There are about six million of foreign-born persons in the United States, and probably about half a million of foreign-born married women, whose husbands have become United States citizens *after* marriage. To treat these married women as foreigners would be a great wrong to them. The vast majority intend to follow the nationality of their husbands—to make their home in America and become American citizens. They gladly consent—not one in a thousand objects—to following the nationality of their husbands. The law, in presuming their consent, presumes in almost all cases according to the real fact. To presume the contrary would be unjust and against the fact.

2. The intimate *relation, the mutual affection,* the common sympathies, the family,

the education of the children in allegiance, fidelity, and love to the Government, the common pecuniary interests, the obligation to live with each other as long as life lasts, and the tranquillity and harmony of domestic life, all require that husband and wife should be of the same nationality. These reasons, derived from the intimate relation of the husband and wife, are expressed with great force and beauty by Mr. Varambon, an advocate of Lyons, as cited by Stoicesco, p. 230: "Dans la même maison, dans l'union la plus intime qui puisse exister, apparait, pour ainsi dire, une rivalité de nation à nation; des intérêts opposés entre personnes unies, des affections différentes, des patries diverses, des vœux ennemis pour des pays peut-être en guerre, et cela entre personnes qui ont juré s'aimer, entre lesquelles tout est commun et qui ne doivent jamais se quitter. L'unité de nationalité dans la personne des époux est donc une condition essentielle à l'existence, à l'intimité, et à la tranquillité du ménage."

These considerations apply to all nations, and do not arise from the peculiar situation of the United States as to its emigrants.

3. Many and serious difficulties would arise from the contrary doctrine. If the husband is American and the wife foreign, in case of war between their countries she would be deemed to be an enemy, might be an object of suspicion, could reside here only by permission, and might be ordered to leave the country. The family might be broken up.

Dower is regulated by the laws of the different States and not by the United States law. In several of the States aliens cannot hold lands. If the widow be an alien and her husband a citizen, can she hold dower or the homestead?

If the father be a citizen and the mother an alien, and there are minor children, perhaps born abroad, whose nationality do the children take?

All these dangers, difficulties, and uncertainties are at once put an end to by adopting the plain and clear rule of the United States, that the nationality of the wife is always that of the husband.

4. It is important both for the Governments and for citizens that there should be a plain rule by which it can easily be determined who are citizens and who are not.

Marriage is a fact easily ascertained and rarely in doubt or dispute. If the rule is that the wife is always of the nationality of her husband, then states and citizens have a rule free from doubt. But if the other theory is adopted, that if the husband after marriage change his citizenship it does not affect the nationality of the wife unless she consents to the change, then her citizenship becomes uncertain. If her *consent* is the basis of this doctrine, certainly she ought not to be deprived of the rights and privileges of the new citizenship (which is her home) *if she does consent.*

How shall her consent be shown?

There is no law in any country directing how her consent may be proved. There is no rule of international law on the subject.

May her silence, her making no objection when the husband is naturalized, be regarded as proof of consent?

May verbal declaration at that time be held as proof of consent or dissent?

That would be a most dangerous kind of proof, easily manufactured to prove consent or dissent, as her interests might require.

May long residence in the country of adoption and an establishment *sans esprit de retour* be deemed such proof?

In the absence of all positive law nothing can be more vague and indefinite than proof of consent. The only easy and sure proof of consent would be letters of naturalization granted to her.

But in a country where the law makes her a citizen by marriage, and without letters of naturalization, such proof would never exist. If application to a court for such letters of naturalization should be made by a married woman, the court would say we have no jurisdiction to grant or to refuse such letters to married women—their status is determined by express law, and it would be a void act for us to grant or to refuse.

I have adduced these reasons to show that the law of the United States stands upon solid grounds of *a wise public policy*—a policy indispensable to this country, and just to the emigrants who come here—a policy which, in presuming consent *after* as well as *at marriage*, carries out the true intentions of the vast majority of married women.

But this law stands upon much higher grounds of right and public policy than that of the wife's consent, viz, the welfare of the state in securing the education of families in fidelity and allegiance, and in requiring such allegiance from all the members of the family when its head becomes a citizen, and the unity, harmony, and welfare of the family, which are best promoted by unity of citizenship.

III.

But whether these reasons are good or not, the right of the United States to adopt such laws of naturalization and such mode of proceeding under them as it sees fit cannot be questioned by any other State or tribunal. This right is accorded to it, as to every other independent state, by the public law of the world.

Nor can the exercise of this law and its operation upon all who reside within territory and jurisdiction of the United States be suspended, modified, or interfered with by any other State or tribunal. This is fully shown by the writings of all jurists to be the public law. It is fully recognized and was enforced in Bauffremont-Bibesco, cited in Morse on Citizenship, pp. 88, 89, 90.

If France has the right to question and interfere with the naturalization laws of the United States and their operation upon persons resident in its territory, the United States has the same right to question and interfere with the laws of France and of the civil code and their operation in France.

Let me illustrate this point.

The civil code of France provides, § 12: "An alien woman who shall have married a Frenchman shall follow the condition of her husband." Hence, if an American woman marries a Frenchman she becomes French. It is not necessary for her to take out letters of naturalization. She becomes French by marriage. The code says nothing about *her consent*. By French law, as held by some writers and courts, her consent is presumed. Even if in fact she does not consent, but protests most solemnly that she will not become French but will remain American, her protest is of no avail. Stoicesco (p. 325, sec. iv) says: "C'est donc en vain que la femme étrangère qui épouse un Française déclarerait vouloir conserver sa nationalité d'origine. Cette effet du mariage se produit non obstant toute stipulation contraire de la part de la future épouse," &c. She is presumed to consent though she refuses to consent, and becomes French.

The United States has no law upon the subject of American women who marry foreigners, and does not say that they shall or shall not follow the nationality of their husbands.

Let us suppose now that in the case of an American woman who has married a Frenchman and resides in France, the United States should say that the law of the French code is unreasonable; that she cannot become French unless her consent is shown and that ought not to be *presumed*, but should positively appear from letters of naturalization applied for and issued to her. What answer would France give to such interference on the part of the United States?

She would say, "France enacts its own laws of naturalization to suit itself, and they bind all who reside in France. You have no right to question them or to interfere with their operation upon persons who reside in France and who by their operations are French citizens. You say the consent of the American wife to become French ought not to be presumed, and that she should be held to remain American until she applies for and obtains letters of naturalization. That is a matter for France to settle exclusively. France will not permit you or any foreign state to interfere in the matter, so long as the wife remains on French soil and is a French citizen by French law."

Such an answer would be sustained by public law. It is the exact answer the United States gives to France in this case of Elise Lebret.

IV.

TWO OBJECTIONS ARE MADE TO THE AMERICAN LAW.

1. The woman cannot be made an American citizen without her consent. That *by public law* her consent is necessary to her naturalization.

2. That consent can be shown only by her applying for and taking letters of naturalization.

THE PUBLIC LAW.

I will now proceed to show that by public law, by the practice of nearly all civilized states, the consent of the wife is not necessary for her naturalization, but that *if the husband after marriage changes his nationality the wife's nationality follows his, wholly irrespective of her consent.*

The highest source and proof of public law is the practice of civilized states in Europe and America. If these exercise the power in question, and by their laws enact that the wife's nationality after marriage must follow the husband's, whether she consents or not, *that is conclusive proof of the public law* on this subject; and the arguments and speculations of jurists and law writers are of small account.

(1) *The United States of America.*—Such is its law. Nothing more need be said.

(2) *Great Britain.*—By the act of Parliament of May 12, 1870 (For. Rel., 1873, p. 1252, sec. 10), it is enacted that—

"A married woman shall be deemed to be a subject of the state of which her husband is for the time being a subject." There is no ambiguity in these words. They plainly show that her nationality follows her husband, whether she consents or not.

This law was adopted after a most thorough and profound examination of the subject by a commission appointed by the Queen, and upon its recommendation. The

commission embraced the highest authorities and most distinguished writers of Eng land upon public law; such men as Lord Clarendon, Phillimore, Twiss, Round Palmer, and Vernon Harcourt. (For. Rel., 1873, p. 1242.)

It seems absurd to say that such great jurists would recommend to Parliament adoption of a statute in conflict with public law and therefore not valid.

The law is the same as the law of the United States.

The report of this commission and the act of Parliament adopting it, I deem the m recent and the highest authority on this question of international law. But bef this time Mr. Phillimore (vol. 1, p. 350) had adopted the same view of the public law cited Fœlix to the same point. And Chief-Justice Cockburn, in his work on inter tional law, p. 211, prior to 1870, says: "Jurists are divided as to whether the should lose her former nationality when the husband changes his. Fœlix asserts affirmative. Demangeat, citing several French jurists, maintains the reverse. *question, however, seems scarcely to admit of serious discussion.*" He then gives his sons, and concludes that "the nationality of a married woman should always fol that of the husband, whether original or acquired." (Cockburn on Nationality 216.)

(3) *Italy.*—The new and revised code of Italy of January 1, 1866, is of great inte as it is the last code founded on the Code Napoleon, and is supposed to contain al alterations experience has shown desirable.

It provides (For. Rel., 1873, p. 1291, c. 2, secs. 2, 3):

1. That the Italian loses his citizenship by naturalization in a foreign country.

2. "The wife and minor children of one who has lost his citizenship become alie unless they have continued to reside within the realm."

Hence their *consent* is of no account. The naturalization of the husband abro makes them aliens unless they *continue to live in Italy.* If they reside in the foreig country the foreign law of naturalization is recognized as paramount; but if they r main in Italy the foreign law does not operate upon them, because they are not subje to its jurisdiction. "*Consent*" does not affect the question, but only *residence where t foreign law of naturalization does not operate.*

In my judgment this is the law of France. *Every decision* up to this time of a *Fren court* has been where the married woman has continued to live in France. Such the case in Dalloz, to which I have been referred.

(4) *Russia.*—The words of the Russian law are (For. Rel., 1873, p. 1288, § 17):

"Foreign women marrying Russian subjects and the wives of *foreigners who h become Russian subjects* are admitted as Russian subjects without taking the oath allegiance."

The provision that if the foreigner becomes Russian his wife becomes Russian wit out taking the oath, shows that it is his naturalization, not her consent, that chang her nationality.

Another provision of the Russian law shows the same principle, viz (For. Rel., 187 p. 1288):

"Foreign married women cannot become Russian subjects without their husbands

It is the husband's consent, not the wife's, that governs.

The Russian law is in substance the same as the United States law, viz, that if foreigner become naturalized his wife's nationality follows his without applying f letters of naturalization.

(5) *Prussia.*—An alien woman by marriage with a Prussian becomes Prussian, a a Prussian woman by marriage with a foreigner loses her nationality.

Nothing is said as to her consent.

Nothing as to the effect of a change of nationality after marriage, and I cann find any German decision upon the question. But when we reflect upon the va number of German emigrants who bring their wives to the United States, and afte wards become naturalized, we cannot doubt but that Prussia must regard them American citizens.

So, too, the provision of the Prussian law that in time of peace a Prussian, upon quest, is entitled to "a discharge from his Prussian citizenship," and that such d charge comprehends the wife and minor children, unless special exception is ma indicates that the general doctrine of Prussian law is that the wife's nationality lows the husband's.

(6) *Spain.*—The royal decree of 1882 is in these words (For. Rel., 1863, p. 1292): Spanish woman married to an alien is an alien."

The language is general; does not limit the change of nationality to the time of marriage, but rather conveys the same idea as the American and English statu viz, that a Spanish woman "who is in a state of marriage with an alien" i alien.

Neither consent nor residence in the foreign country is necessary.

(7) In France, Belgium, and in most of the other states on the continent of Europ a native woman who marries a foreigner follows the nationality of the husband, an a foreign woman who marries a citizen becomes a citizen.

From this review of the naturalization laws of different states it will be seen that the laws of the United States, Great Britain, Italy, Russia, Prussia, Spain, substantially agree in this, that the nationality of the wife follows that of the husband, whether it be the nationality he has at the time of marriage or one subsequently acquired, and irrespective of her consent.

The argument on behalf of the claimant, that the law of the United States must be held invalid by international law, because the wife's consent is necessary to her change of citizenship after marriage, is fully answered by the practice and laws of the great powers. Indeed, this legislation of the great civilized states of the world establishes the doctrine that by public law the consent of the wife is not necessary, and that such laws of naturalization are valid, bind all subjects to their jurisdiction, and are to be respected by all other states.

It may be added that no state in the world has ever declared *by express legislation* that the wife's consent is necessary.

Even if one power, like France, were by express statute to declare that if the husband change his nationality after marriage it should not change or affect the nationality of the wife, that could not change the public law of the world or annul the laws of other states. It would be valid in France and upon all resident in France. And such law would be valid in France because, by public law, each state is sovereign and independent, and can enact and make binding within its own territory and over persons there resident just such laws of naturalization as it sees fit. (When I say "just such laws as it sees fit," I do not, of course, mean laws against humanity and morality and which are repugnant to the equality and sovereignty of states and to the sentiment of mankind.)

THE LAW OF FRANCE.

It is urged for claimant that she is a citizen by the law of France, and that the law of France must be held paramount in determining her citizenship, even though she resides and has for forty years permanently resided in the United States and by United States law has become without her consent a United States citizen.

This obliges us to investigate the law of France. The Civil Code, ch. 1, § 12, of civil rights, says:

"An alien woman who shall have married a Frenchman shall follow the condition of her husband;" and section 19 says: "A French woman who shall marry an alien shall follow the condition of her husband."

It is argued that these provisions of the code apply only to the change of nationality effected *at the time* of marriage; that the wife's consent is presumed from her act of marriage; and that the husband's naturalization in another country *after marriage* does not effect or change her citizenship; and thus, that Pierre and Élise Lebret being French by birth and at marriage, his subsequent naturalization could not change her citizenship, and her French citizenship would continue until she by her own act or consent should change it.

a. The civil code of France enacts that the wife's nationality *must* follow that of her husband *at the time* of marriage. It is silent as to whether her nationality *must* follow her husband's if he change his nationality *after* marriage.

b. There has not been any legislation on the point since the code was adopted.

c. The cour de cassation has not decided the question.

The words of the code will be open to contrary constructions until the question is settled in France by express legislation, or by the decision of the cour de cassation. In the absence of such legislation and decision we are obliged to consult the opinions of eminent French writers. They are very conflicting.

Fœlix, Proudhon, Massé, Zachariæ, Maillin de Chassat, and Varambon, in 1859, are referred to as sustaining the doctrine that the wife's nationality always follows the husband's.

On the other hand, Demangeat in his notes on Fœlix, Valette, Demolombe, Demante, Aubry et Rau, and Stoicesco, pp. 278, 279, are cited as sustaining the contrary doctrine. Stoicesco presents his view of the result of these conflicting opinions thus: "Les arguments de premier système sont assurement très-graves, et les noms des partisans de ce système sont de ceux qui font autorité dans la science. Néanmoins ce système n'a pas prevalu, et la majorité des auteurs, de même que la jurisprudence, se rattachent au système contraire."

Conflicting decisions of inferior courts are cited by Demolombe and Demangeat. The decision in Dalloz of the Cour Imperial of Douai, of August 3, 1858, is only in a case where the wife always lived in France ("n'a jamais cessé d'habiter la France"), and when the only question was whether in such case French courts had jurisdiction over her. There is a long note to that case which says: "La question est controversée."

In this conflict of opinion, in which jurists of the highest character and reasons of the greatest weight are arrayed against each other, who can say with any certainty

what the French law of to-day is? We can only say the French law is doubtful on this point, and the majority of authors, as claimed by Stoicesco, is too small to enable us to determine that the French law is settled either one way or the other. As the note to the case in Dalloz says: "La question est controversée."

But I respectfully insist that *the reason* for the provisions in the code that if a foreign woman marry a Frenchman she becomes French, and if a French woman marry an alien she becomes an alien—*the reason* stands on the same grounds of *public policy* as do the laws of the United States, of England, and of the other states already named, and does not stand on the ground of "consent." For in such cases under the code the wife's change of nationality is the result, the *legal* result of her marriage. She may object ever so strongly to this legal result of her marriage, she may insist that she will remain a citizen of her native state and will not consent to a change of nationality, but her protests are all in vain. Why does not French law say if a foreign woman marry a Frenchman or if a French woman marry an alien, her nationality follows her husband *if she so consents, but not otherwise?* The answer is that *public policy* requires the husband and wife to be of the same nationality, and he being the head of the family, and by his citizenship being entitled to exercise political rights, and being liable to military service, her inferior rights and duties must be subordinated to his.

Now this same reason of public policy operates with the same force *after* marriage as *at* the time of marriage. If *consent* should be necessary *after* marriage to change the wife's nationality, why not equally necessary *at* marriage? Doubtless, if women were free to object, as many would object to the change *at* marriage as *after*.

Those writers who insist that the wife's consent is necessary *after* but not *at* marriage are inconsistent with their own doctrine. To be consistent they should insist that free consent should be allowed *at* as well as *after* marriage. The consent which is *forced*, where the woman is obliged to sacrifice either the husband of her choice or the nationality of her choice, is in no just sense "*consent*," for it is not free.

I do not think there is any settled French law that would make the claimant a French citizen, even if she had returned to France, but had not complied with the provisions of article 19, still less while she resides here and shows no intent to return to France.

If, for the sake of argument, we admit that by French law a married woman does not lose her French citizenship by her husband's change of nationality after her marriage, still that is only French law. It does not operate extraterritorially; it only affects those who reside within the territory and jurisdiction of France. It cannot operate to annul the American citizenship of those who reside in and are subject to the jurisdiction of the United States. Otherwise the naturalization laws of one State would supersede those of another.

VI.

Nor is it necessary for her to have applied for and have taken out letters of naturalization.

1. This is expressly decided in Kelly *v.* Owen (7 Wall., 496). Marriage is in lieu of letters of naturalization.

2. In France marriage of a foreign woman to a French citizen makes her French without any application to be naturalized. Marriage has the same effect as letters of naturalization.

3. In all the states of Europe where marriage changes the nationality it is expressly declared that the married woman need not apply for letters of naturalization or take the oath of allegiance. (For. Rel., 1873, Russia, p. 1288.) The marriage is enough.

4. The law on this point is well stated by Stoicesco, p. 211. He says:

"En prenant le mot 'naturalisation' dans une acception large, nous allons rechercher quels sont les autres moyens par lesquels les étrangers pouvaient devenir Français. Eh bien, nous recontrons à cet égard trois autres modes qui opéraient dans la condition des étrangers *le même changement que les lettres de naturalité*. Ce sont, le mariage, les traités et l'annexion d'un territoire étranger à la France."

5. The law of the United States is as supreme and paramount to all others in regard to the *mode of proceeding* to be naturalized as to the terms and conditions of naturalization.

Elise Lebret by marriage is just as much a citizen of the United States as if she had taken out letters of naturalization.

VII.

CONFLICT OF LAWS.

If we admit that there is a conflict of laws in this case, that she is American by American law and French by French law, then the rule of decision is that she is deemed to be a citizen of the country in which she has her domicile; that is, the *United States*.

ıuthorities of international law support this rule.
:schli, Int. Law, sec. 394 (cited by Morse, p. 160), says:
tain persons may in rare instances be under the jurisdiction of two different
In case of conflict the preference will be given to the state in which the
ual or family in question have their domicile; the rights in the states where
not reside will be considered as suspended."
, Laws of Nations, pp. 231, 232:
ording to the law of nations, when the national character of an individual is
scertained, the first question is, in what territory does he reside? If he reside
ermanently he is regarded as adhering to the nation to which the territory be-
and to be a member of the political body settled there"
se of conflict of laws, as neither country can claim superiority over the other,
reasonable way of settling the difficulty is to hold him subject to the laws of
ntry where he resides.
British act of 1870 and the Italian code of 1866 recognize residence as the turn-
it in such cases.
exander *vs.* The United States, No. 45, before the British and American Claims
sion (Hale's Rep., pp. 15, 16), where the claimant was by British law a British
and by American law an American citizen, it was held that his claim as a
subject could not be allowed, for that would be giving the laws of one coun-
eat Britain) superiority over the laws of the other (the United States). See
ion of Judge Frazier, in which Count Corti concurred.

VIII.

British and American Claims Commission held in Bowie *vs.* The United States,
erwood *vs.* The United States, and in Tooraen *vs.* the same (see Hale's Rep.,
hat the national character of a married woman is governed by that of her
l in all cases.
is decision *the commissioners all agreed.*
lso the case of Jane L. Brand, No. 180 (Hale's Rep., pp. 18, 19), where it was
at the national character of a married woman was *in all cases* determined by
her husband, and continued on the death of the husband. "That this doc-
ıd always prevailed in Great Britain, as elsewhere, where the domicile of the
d continued to be that of the husband's nationality."

IX.

e considered this case thus far solely in the aspect of public law.

EQUITY AND JUSTICE.

ıusband has declared his intention to become an American citizen *four months*
e marriage, and she must have known it before marriage.
have lived in this country forty-five years.
e the marriage she had, as she says, $1,300 in money and a millinery shop at
Sara. They accumulated a large property, owned two large plantations on
ssissippi and the largest wood-yard on the river.
have never returned to France and have never shown the least intention of
ng there; have never contributed anything to aid France in peace or war.
sband has been dead three years. She is seventy-three years old, and all her
ts and relatives appear to be in this country. She does not pretend that she
of going back to France.
lid not claim to be a French citizen (or at least no proof of it but her alleged
declarations, the most worthless and dangerous kind of proof) till twenty-one
fter marriage, in October 1862, when the war was raging in their vicinity, and
convenient for her interests to claim to be a French citizen, as her husband was
lized and was American.
not see that there is any equity or justice in calling her French. She is really
erican citizen and nobody can believe she will ever return to France.
y judgment the claim should be dismissed.

A. O. ALDIS,
Commissioner of the United States.

EXHIBIT E.

FRENCH AND AMERICAN CLAIMS COMMISSION.

PIERRE S. WILTZ, ADMINISTRATEUR DE LEON DELRIEU,
contre
LES ÉTATS-UNIS.
} No. 313.

Opinion du commissaire de France, Monsieur L. de Geofroy, et motifs de son refus d'adhérer à la décision admettant le "demurrer."

Le réclamant Delrieu est mort à Nelle-Orléans le 15 avril 1879, dans la plénitude de ses droits de citoyen français.

Pierre Wiltz, administrateur, se présente devant la Commission au nom de la succession.

S'il a indiqué dans son mémoire ("memorial") d'une façon générale et anticipée que les ayants droit ("beneficiaries") sont les héritiers et les créanciers, il ne les représente cependant pas légalement; suivant la loi c'est le mort qu'il représente et la succession, l'hoirie, l' "estate."

Pour parler correctement il eut du dire, "Les héritiers et les créanciers *éventuels*," car ces héritiers et ces créanciers il ne peut légalement les connaître. Cette position de l'administrateur a été maintefois définie par la Cour Suprême des Etats-Unis, aussi bien que par la Cour des Claims, qui ont toujours refusé aux intéressés dans une succession le droit de paraître en personne. L'arrêt rendu dans l'affaire Comegys *vs.* Vasse est particulièrement concluant à cet égard et veut être ici rappelé.

The court said:

"The object of the treaty was to invest the Commissioners with full power and authority to receive, examine, and decide upon the *amount* and *validity* of the asserted claims upon Spain for damages and injuries. Their decision within the scope of this authority is conclusive and final. * * * But it does not necessarily or naturally follow that this authority so delegated includes the authority to adjust all conflicting rights of different citizens to the fund so awarded. The Commissioners are to look to the original claim for damages and injuries against Spain itself, and it is wholly immaterial for this purpose upon whom it may in the intermediate time have devolved. * * * They had no authority to compel parties asserting conflicting interests to appear and litigate before them, nor to summon witnesses to establish or repel such interests, and under such circumstances it cannot be presumed that it was the intention of either Government to clothe them with an authority so summary and conclusive, with means so little adapted to the attainment of the ends of a substantial justice. The validity and amount of the claim being once ascertained by their award, the fund might well be permitted to pass into the hands of any claimant; and his own rights, as well as those of all others who asserted a title to the fund, be left to the ordinary course of judicial proceedings in the established courts, where redress could be administered according to the nature and extent of the rights or equities of the parties." (Peters' U. S. Supreme Court Reports, pp. 195, 212.)

L'administrateur représentant le mort et l'héritage, non les héritiers, il est donc superflu de rechercher, ainsi que le fait mon collègue, si ces héritiers sont ou ne sont pas des citoyens français et de discuter sur la question de notre juridiction.

Notre juridiction dans le cas présent est parfaite et sur la personne et sur la chose, car nous avons devant nous les deux conditions demandées par mon collègue:

1°. La réclamation d'un citoyen français.

2°. Une réclamation pour des actes commis contre la personne ou la propriété d'un citoyen français n'ayant pas été au service de la Confédération ou lui ayant donné aide et support.

Qui est ce citoyen français? C'est Delrieu, qui n'a jamais cessé de l'être et qu'on n'accuse pas d'avoir servi ou aidé la Confédération. C'est lui, Delrieu, le défunt, qui a souffert; la réclamation est sienne; ne l'appelle-t-on pas l' "original owner"? Nous n'avons pas besoin d'autres parties pour prendre connaissance de la cause.

Les conseils de France ont établi deux points principaux dans cette affaire Wiltz-Delrieu et dans celle de Sigismund Roman, qui est à peu près identique:

1°. Une réclamation nait du jour où le préjudice a été causé et elle appartient en propriété à la personne qui a subi le dommage, par conséquent, si cette personne meurt, elle entre dans la succession et fait partie des valeurs à recouvrer de cette succession.

2°. C'est par les mains du Gouvernement de ce propriétaire originel ou primitif de la réclamation que celle-ci est présentée; il s'en suit que le Gouvernement de la République Française a qualité pour faire valoir les droits posthumes d'un de ses citoyens défunt.

Les conseils des États-Unis, se fondant sur une interprétation judaïque du traité

de 1880, ne veulent considérer que les ayants droit ("beneficiaries") actuels de la réclamation.

Ils allèguent que la réclamation ne date que du jour de la signature du traité; que c'est le traité qui l'a créée; que la mort du réclamant détruit la réclamation et libère le Gouvernement contre lequel elle est élevée.

Mon collègue des États-Unis, trop prudent pour reproduire ces propositions véritablement extraordinaires, n'en adopte pas moins les conséquences pour créer une théorie toute nouvelle, celle de la double nationalité de la réclamation.

Cette nécessité de la double nationalité dont, soit dit en passant, on ne parlait pas d'abord, et qui semble avoir été découverte dans le cours de la discussion, je ne la vois nulle part articulée dans le traité. C'est par une induction forcée et en rattachant les unes aux autres des phrases incohérentes du traité qu'on lui donne aujourd'hui un corps. Si une condition aussi importante, et je puis dire fondamentale, avait été dans la pensée des négociateurs du traité, ceux ce n'eussent pas manqué de la formuler en termes exprès et distincts.

La citation d'une décision de la Commission Anglaise dans un cas analogue d'administrateur n'est pas concluante. Il eut fallu rappeler en même temps que cette décision a été universellement et justement attaquée et n'a pas fait précédent dans cette Commission.

Vainement aussi a-t-on prétendu établir une similitude avec le cas de l'Archevêque Perché; les deux cas sont tout à fait différents. Mgr. Perché, réclamant primitif, avait volontairement abdiqué son droit. La République Française n'avait plus à le protéger. Feu Delrieu lui n'a jamais abdiqué le sien. Dès le début il l'avait remis entre les mains de son Gouvernement; il y est resté durant sa vie, il y est resté après sa mort. Aucun acte ne l'en a retiré et rien n'a délié le Gouvernement Français du devoir de le soutenir.

Il n'est pas plus admissible de prétendre que du moment que Delrieu est mort son allégeance a cessé. Elle a cessé, si l'on veut, naturellement, mais les droits acquis en vertu de cette allégeance et qui en découlent ne sont point morts, ni par conséquent la réclamation.

L'allégation que la réclamation n'est point un droit transmis par héritage, que c'est un droit qui ne prend naissance que du jour de la signature du traité du 15 janvier 1880, et aux termes de ce traité seulement en faveur de citoyens français, n'est pas avantage soutenable.

Si la réclamation d'un mort ne fait pas partie de sa succession, pourquoi avoir admis dans le règlement qu'elle serait présentée par l'administrateur?

Si elle ne date que du 15 janvier 1880, pourquoi, une fois reconnue juste, lui attribuera-t on des intérêts à partir du jour où le dommage a été commis?

La vérité est que la réclamation date du jour où le dommage a été commis. Ce jour les États-Unis ont contracté une dette envers Delrieu. M. Seward dans ses notes, le Président Lincoln dans son message l'ont reconnu. Ce droit créé en faveur de Delrieu est resté en suspens pendant 15 ou 20 ans, non par la faute de son possesseur, ni par aucun renoncement de sa part, ni par aucune prescription; mais il n'a pas pour cela été diminué d'un atome; ni les délais ni la mort n'ont pu le détruire. Il sommeillait intact sous la sauvegarde du Gouvernement Français. C'était comme une lettre de change endossée par la France et restée en portefeuille. Delrieu en mourant a pu la transmettre en toute confiance à ses héritiers, comme on transmet une créance à recouvrer, certain qu'un jour viendrait où elle serait présentée et qu'il y serait fait honneur.

Le jour est venu. Le traité du 15 janvier, en instituant le tribunal chargé de rendre justice, a fourni à la créance de Delrieu contre les États-Unis le moyen de se produire; nous n'avons qu'à l'examiner; si elle est valable, si les faits sur lesquels est fondée la réclamation sont prouvés; s'il y a lieu à indemnité, c'est à la France qu'elle doit être payée, au crédit de la réclamation, "in favor of the claim."

Ce produit de l'indemnité sera ensuite joint à la masse des autres biens de la succession, pour être distribué aux héritiers ou aux créanciers, dans la proportion que le juge ordinaire seul est appelé à déterminer.

La distribution ne nous regarde pas. Elle est essentiellement du ressort des tribunaux. Nous ne sommes pas un tribunal de droit commun, ni un syndicat chargé de faire à chacun sa part. Nous sommes appelés, je le repète, à décider s'il y a ou n'y a pas lieu à indemnité, et, celle-ci accordée, la répartition n'est pas notre affaire; nous n'avons pas qualité pour en distribuer le montant aux héritiers, pas plus qu'aux créanciers, ni vérifier l'emploi qui sera fait de la somme.

Mais, dit-on, pourquoi la République Française s'ingérerait-elle de protéger des gens qui ne lui appartiennent plus et des intérêts qui ne sont plus les siens?

A cela on répond en répétant que ces intérêts et ces intéressés elle ne peut pas les suivre; les ayants droit aujourd'hui étrangers, peuvent redevenir demain français; les créances sont transmissibles. Un exemple d'ailleurs suffira à démontrer que la théorie américaine, sous couleur d'exclure seulement les intérêts étrangers, atteint et exclut en même temps les intérêts français.

Qu'on suppose dans une réclamation une juste indemnité de $100,000 et $50,000 de dettes, 4 héritiers, dont en seul resté français et 3 devenus américains. Conformément à l'opinion de mon collègue nous ne devrons donner à l'administrateur pour ce seul héritier français que le quart, c'est-à-dire $25,000; mais aussitôt viendront les créanciers, quelle que soit leur nationalité, qui poursuivront l'administrateur en payement de la totalité des $50,000 dus; puis les cohéritiers américains, lesquels, en dépit de l'exclusion que nous aurons cru devoir prononcer contre eux, auront recours contre l'administrateur et réclameront leur part de l'héritage que les tribunaux ne pourront refuser de leur adjuger, en sorte que l'héritier resté français non seulement n'aura pas son quart, mais sera exposé à payer ce qu'il n'aura pas reçu et que l'unique résultat sera de faire profiter le Gouvernement Américain des ¾ abandonnés. Ce n'est évidemment pas là ce que les deux Gouvernements ont voulu dire dans le traité. Le seul moyen de ne pas arriver à des conséquences aussi monstrueuses, de rester dans l'intention du traité, j'ajouterai dans la justice et le bon sens, c'est de payer au mort, par l'entremise de l'administrateur, ce qui eut été payé à sa personne s'il était vivant ou, dans le cas où l'on croirait absolument devoir faire une distinction entre les héritiers, d'attribuer au seul resté français et jugé digne, la totalité, produit de la réclamation.

En résumé: dans mon opinion, c'est le dommage causé qui a créé le droit du réclamant; par conséquent la réclamation date du jour du dommage causé et non du jour de la signature du traité.

Le traité n'a pas créé la réclamation, il a seulement créé pour elle le moyen de se produire efficacement.

La réclamation ne meurt point avec le réclamant et la mort de celui-ci ne dégage pas les États-Unis; la réclamation survit, elle est constituée moralement sur le mort, pourvu que celui-ci n'ait pas personnellement aliéné son droit, et, en fait, elle est personnifiée dans l'administrateur, non dans les héritiers, qui ne sont admis à prouver leur capacité qu'après règlement de la succession par l'administrateur, et devant les tribunaux ordinaires et non devant nous.

Nous sommes incompétents à faire la répartition, comme le reconnaît très bien M. le juge Aldis lui-même lorsqu'il dit:

"No question as to ultimate distribution of the fund among those who may claim it by conflicting titles can arise before us," &c.; rien dans le traité ne nous investit de ce droit; c'est cependant à cela que nous serions forcément amenés si nous considérions dans cette affaire la personne des héritiers au lieu de ne considérer que celle du mort et son hoirie.

Comme considération générale, enfin, ce n'est pas la faute du Gouvernement Français si, depuis 20 ans, une partie des réclamants a disparu par la mort, et le Gouvernement des États-Unis ne saurait être admis à bénéficier de sa négligence et du retard qu'il a mis à rendre justice, sans quoi un gouvernement pourrait presque toujours, en ajournant pendant 20 ou 30 années un règlement de réclamations, se débarrasser de la plupart, ce qui est inadmissible.

Je repousse donc le demurrer.

Le Commissaire de la République Française,
L. DE GEOFROY.

EXHIBIT F.

FRENCH AND AMERICAN CLAIMS COMMISSION.

Opinion of Hon. A. O. Aldis, commissioner for the United States, upon the demurrer to the memorial of the claimant.

[Rendered January 20, 1882.]

WILTZ, ADMINISTRATOR OF DELRIEU,
v.
THE UNITED STATES. } No. 313.

The question in this case is one of jurisdiction. It is, have we jurisdiction of a case where it does not appear that the claimants, or any of them, are French citizens?

Delrieu, the original owner of the claim, was a French citizen when the claim arose and when he died, and if he were living could present the claim.

He dead, his heirs, if French citizens, could appear as claimants, and we should have jurisdiction. But they are not French citizens (probably are American citizens), and so the question arises, can the administrator of Delrieu, who has no interest in *the claim* and merely represents others as a nominal party, and who therefore need

not be a French citizen—can he present this claim as administrator of Delrieu, and recover whatever award may be allowed nominally for the estate of Delrieu, but really for the heirs, who are not French citizens? Is it sufficient to sustain our jurisdiction that Delrieu, the original owner of the claim, was a French citizen; or must the present owners (his heirs) be French citizens?

I.

The convention which created this Commission determines its jurisdiction. In examining the language of the convention to ascertain the extent and limits of our jurisdiction we must be governed by the established rules of interpretation which apply alike to treaties and to statutes.

We must examine the terms of the convention, the words used in defining our jurisdiction. In interpreting these words we must give them their plain and ordinary meaning. We may not give them a forced meaning against their natural import.

Articles I and II describe the claims of which we have jurisdiction.

ART. I. Claims against the United States are described as follows: "All claims on the part of corporations, companies, or private individuals, citizens of France, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of France not in the service of the enemies of the United States, or voluntarily giving aid or comfort to the same, by the civil or military authorities of the Government of the United States," &c., "shall be referred to three commissioners," &c.

By this article two things are plainly required as to citizenship—first, that the "private individuals" who are claimants must be French citizens; and, second, that the acts out of which the claim arises must have been committed against the persons or property of French citizens not in the service of the Confederacy or voluntarily giving aid or comfort to the same.

Article II provides that "the Commission shall examine and decide all claims of the aforesaid character presented to them by the citizens of either country," &c. This plainly means that the person who presents the claim—that is, the real claimant—must be a citizen of the country through whose agent he makes claim.

We think the language of these two articles is susceptible of only one construction, viz, that the claimant, the real claimant, who presents the claim and who will receive the compensation, if any is awarded, must be a French citizen.

It speaks in the present; it means those who now present the claim and who are now French citizens. It does not say who now are "or have been" French citizens. It does not say "French citizens or the heirs of deceased citizens of France." Either of these expressions, so easily and naturally used, if such meaning was intended, would have sustained the construction now contended for by the counsel of the French Republic. But they are not used, and the words used look only to the present.

One who was once a citizen, but whose citizenship has been ended by death, who no longer owes allegiance or can render service to the state, and who can no longer receive protection from the state, would not in ordinary language be described as a "private individual"—"a citizen" who is to "present his claim." Delrieu as a private individual has ceased to exist. He can have, can present, no claim. At his death it passed to his heirs. He can no longer be a citizen. His allegiance ended with his life. He does not even present the claim by this administrator; for the administrator in his memorial says the "present beneficial owners are the creditors and heirs of Delrieu, who are legally represented by your memorialist." The administrator does not represent Delrieu, but his creditors and heirs. Delrieu was the person against whose property the acts were committed, and for that reason is properly mentioned in the memorial and his French citizenship alleged.

The force of the words used in the second article—"the Commission shall decide all claims of the aforesaid character *presented* to them by the citizens of either country," as indicating that the real claimants who present them must be citizens—is sought to be avoided by saying that the words were "accidentally used" by Mr. Evarts. Their force is too potent and significant to admit of such an explanation, and few public men are more notable than the gentleman referred to for selecting words not "by accident," but with intent to express the exact meaning. The words used show that the real and living persons are meant, who are to present their claims, and they must be French citizens; and though the claims must be presented by the agents of the Governments, yet that is but the form of the proceeding, while the substance is that behind these Government agents stand the real claimants to whom the article refers. France has no pecuniary interest in the award. She asks pecuniary compensation, not for herself, but as reparation for the wrong done her citizens.

It is urged that the claim belongs to the estate of the deceased, and that if the deceased was a citizen of France that is enough. In reality "the estate of the deceased" is only another form of expression for "the heirs of the deceased claimant."

Upon the death of the ancestor the claim descends to the heirs (subject to the debts of creditors, but none are here shown), who then become the owners of the claim—the real claimants—and who are "private individuals," not "une entité impersonnelle." They do not appear before us as claimants, probably because they are not French citizens, and cannot take the oath required by our rules that they are French citizens. Hence they seek to evade the provisions of the convention requiring the claimants to be French citizens by putting forward an administrator as claimant, who, because he is not a real claimant, but only a mere representative of others, need not be a French citizen nor make oath that he is. Then the heirs claim that the French citizenship of Delrieu is sufficient to enable the administrator to recover for *their* benefit.

It is in the nature of all judicial proceedings that, so far as possible, the real parties whose rights are to be investigated, and who will be bound by the judgments rendered, shall appear and be made parties. Especially should this be so when the very right to recover depends, as it does here, upon two facts which are personal to the claimants, viz, French citizenship and neutrality—facts which cannot be investigated until the real claimants are known.

Hence, in our judgment, when the convention speaks of the "claims of French citizens" it means to refer to real and living claimants who were French citizens at the time the convention was framed.

II.

The reason of the case, as well as the terms of the convention, requires that the claimants should be French citizens. French citizens owe France allegiance and service in peace and war, and in return are entitled to her protection. But American, British, German, or other foreign citizens do not owe France allegiance and cannot claim her protection. She will not interfere in their behalf, but leaves them to the protection of their own Governments. Especially France ought not to and will not interfere in behalf of American citizens against their own Government. That would justly be regarded as offensive to the dignity and honor of the United States. It would virtually be saying to the United States, "You do not regard the rights and redress the wrongs of American citizens, and so we are obliged to interfere in their behalf." No Government will permit another to intervene between it and its own citizens, and no Government is more scrupulous than France in not trenching upon this sacred principle of national independence.

III.

The precedents all sustain this decision.

The claims of British subjects against the United States, which the British and American Claims Commission was established to adjust, were of the same character as the claims of French citizens which this Commission is to settle. Hence, the treaty which created that Commission served as the model of this, and the articles of that treaty and of this convention are almost uniformly the same, both in substance and language.

On the point of citizenship they are the same. Hence, decisions of that Commission are of great value for our instruction and guidance.

The decision of that Commission in the case of Mrs. Grayson (No. 291, Hale's Report, p. 19) is directly in point to sustain the decision we now make.

One Cowley, a British subject, had a claim against the United States. He died. His widow married a Mr. Grayson, an American citizen, and so by marriage became an American citizen. The heirs of Cowley were British subjects. The Commission held that she, having become an American citizen, could not recover for her half, but that the heirs, who remained British subjects, were entitled to an award for their half. Apply the principle of that case to this. If the widow or heirs of Delrieu have become American citizens they cannot recover; but if they remain French citizens they can recover.

We can hardly suppose that this decision, then a recent one, was unknown to the learned Secretary of State and the able and accomplished French minister who negotiated this convention. If they had intended that a different principle from the one so established, viz, the one contended for by the claimant here, should be the law of this Commission, they doubtless would have introduced into the articles of this convention some clause expressing the change they desired and declaring the new principle they wished to adopt. But they made no change. In adopting the language of the British treaty they must be held to have adopted the construction put upon that language.

If it be true, as stated in the brief for Roman, that this decision of the British and American Claims Commission is "against public law, justice, and equity, and has been shown to be in practice unjust, inequitable, and utterly vain and futile," it

seems as if it would have attracted the attention of the gentlemen who drew up the convention, and that they would have inserted some article in it to guard against such a decision in the future.

We think the decision was right; that the precedent is a good one, and ought to be followed.

We are not aware that any precedent can be found in the judgments of any international commission sustaining the doctrine that the citizenship of a deceased claimant is sufficient when the real claimants are not citizens.

The case of Comegys *v.* Vasse has been much pressed as an authority for this doctrine, but the question that arises here did not arise in that case. Vasse and his assignees were alive, and the international court had full jurisdiction. Vasse and Comegys both claimed that the Commission had jurisdiction and that the award was valid, and Judge Story says that the award was final and conclusive and not re-examinable by any other tribunal. The questions in that case were not as to what facts were necessary to give the International Commission jurisdiction, but, first, whether the award, being to the assignees, was conclusive against Vasse; and, second, whether the claim under the bankrupt laws passed to the assignees. No question arose or could arise in regard to what facts were necessary to give the Commission jurisdiction. The passage cited from Judge Story's opinion was a mere "*obiter dictum*," true in that case, but not correct if Vasse had been dead and the question had arisen whether his heirs or assignees, not being American citizens, could present the claim and give the Commission jurisdiction. But such a case—such as this is—was not before the court nor in the mind of the judge, and the remark cited can have no application to it.

In this connection it is proper for us to say that no question as to the ultimate distribution of the fund among those who may claim it by conflicting titles can arise before us. We inquire as to who the claimants are, and whether they are French citizens, only so far as it is necessary to give us jurisdiction, and in the decision we here make there is nothing that conflicts in the least with the decision of Comegys *v.* Vasse. When jurisdiction is established, then the award is given to the claimants, as they are entitled to it according to the evidence.

IV.

If the statements in the memorial are sufficient, then it need only be proved that Delrieu was a French citizen and did not aid the Confederacy to entitle the heirs to the award. They need not prove that they were neutral. It is enough that Delrieu was. These real claimants, though in the service of the Confederacy during the whole four years of the war, will receive compensation, while the claims of all other French claimants would be defeated by such facts.

But it is when we consider the real claimants as American citizens that the unreasonableness of the doctrine is most apparent.

Suppose, when this Convention was being framed, that the French Government had said, We wish that American citizens, who are the heirs of deceased French citizens, shall have the same right to an allowance for the claims of the deceased that French citizens have—the American Government would have replied, No; and for two reasons. 1st. We take care of and protect the rights of American citizens, and it is not for any foreign Government to interfere in their behalf against us. 2d. The rule as to them and their conduct and obligations to the Government is very different from that of French citizens. French citizens were bound only to be neutral, and they did their whole duty if they remained strictly neutral. But American citizens were bound to be loyal to the Government—to actively aid it when called upon. Neutrality was not enough for them; and their claims cannot be allowed on the proof of neutrality, as those of French citizens are.

But it is upon the plain language of the Convention that we rest this decision. We allude to the reason of the case, the precedents of the British and American Claims Commission, and the unreasonable results to follow from a contrary rule, only as strengthening the conclusion which we draw from the text of the Convention.

EXHIBIT G.

FRENCH AND AMERICAN CLAIMS COMMISSION.

PIERRE NOUGUÉ
v.
THE UNITED STATES. } No. 323.

Dissenting opinion of Mr. Commissioner Aldis.

[Filed April 28, 1883.]

In the decision of this case I was not able to concur with my colleagues.

I respectfully offer my reasons for my dissent, and request that they may appear in the record of the case.

Upon the hearing of this case it appears from Exhibit B (pp. 98, 99, 100) that the claimant, Pierre Nougué, bought a slave of Madame Roudeau on the 25th May, 1859.

The French law (see sec. 8 of the law of April 27, 1848) provides:

"A l'avernir, même en pays étranger, il est interdit à tout Français, de posseder, d'acheter ou de vendre des esclaves et de participer soit directement soit indirectement, à tout trafic ou exploitation de ce genre. Toute infraction à ces dispositions entrainera la perte de la qualité de citoyen Français."

A proviso of the law allowed those owning slaves three years to conform to the law by freeing or disposing of their slaves, and this was afterwards extended to ten years.

On the 25th May, 1858 (see Dalloz, 1858, 4th partie, lois, decrets et actes legislatifs, p. 62), after full investigation and report from a committee, the law of the 27th April, 1848, was modified so that it should not apply to those owners of slaves who owned or possessed them before the 27th April, 1848, or whose ownership or possession of the slaves "resulterait soit de succession, soit de conventions matrimoniales;" that is, came by succession, or inheritance, by gifts testamentary, or *inter vivos*, or by matrimonial agreements or settlements.

As Mr. Nougué bought the slave in May, 1859, he does not come within any of the exceptions of the law; that is, he did not own the slave before April 27, 1848, nor did his ownership arise from succession or inheritance, from gift or marriage agreement. It was the very act of voluntarily buying and owning a slave, which, by the French law, "entrainera la perte de la qualité de citoyen Français," involves the loss of French citizenship.

The Exhibit B is the notarial act by which Nougué bought and Madame Roudeau sold the slave, and is, by the law of Louisiana, the proper legal record and proof of the sale and purchase; and it is admitted that Nougué, the claimant, is the Nougué named in the notarial record.

The proper and legal proof, by notarial record, of the purchase of the slave in May, 1859, by the claimant is furnished us by the defendant Government. No attempt is made by the claimant, though a witness, to deny or dispute the fact. May we not properly say that the fact is proved beyond dispute? The irrestible conclusion is that Mr. Nougué is not a French citizen by French law; that by his own voluntary act in doing what is forbidden by French law, he has incurred the loss of French citizenship.

Two objections are made to this conclusion by the counsel for the claimant.

1st. That the words of the act of April 27, 1848, "la perte de la qualité de citoyen Français," does not mean loss of French nationality, but only of the right to vote and hold office.

(A.) To determine what is the just construction of a law, we may look not only at the words used in the statute, but to the report of the committee authorized to consider the subject, and to propose a law for adoption by the Corps Legislatif.

Referring to the report of the committee that was authorized by the Corps Legislatif to present a law on this subject, and which presented this law, we find the most conclusive proof that the words "perte de la qualité de citoyen Français" were intended to mean "loss of nationality," loss of all the rights of citizenship as expressed in the constitution of France, and which are involved "in allegiance," and for which France guarantees "protection."

The report of the committee which presented this law says:

"Il veut que le Français en quelque pays qu'il réside abdique le honteux privilège de posséder un homme; la qualité de maître devient incompatible avec le titre de citoyen Français: c'est renier son pays que d'en renier le dogme fondamentale." (See Dalloz.)

(B.) Again, in 1858, when the law and the proposed modification of it, as before stated, came before the Corps Legislatif, the committee, in their report proposing the modifications then adopted, said: "Le sentiment de dignité nationale refuse de *renoncer* un Français dans l'homme qui fait de son semblable un objet de com-

de lucre." It proceeds to say that to enforce the law more than twenty
d Frenchmen in North America, Cuba, and Brazil will be "sous peine d'être
ilisés;" that they will be forced to choose between the ruin of their for-
d the *abjuration of their nationalité*. After proposing the modifications of
as adopted in 1858, it closed thus: "Il n'est cependant pas indifférent, au
e vue de la dignité nationale, de consacrer de nouveau, après dix ans d'expé-
e principe que *nul Français* ne peut, en quelque pays qu'il habite, être un
id, ou même un simple acheteur d'esclaves." Such language can apply only
citoyen Français" in its largest sense as used in the constitution. The words
l Français."

is the owner of slaves could not reside in France or its colonies and own
ere, but must reside in a foreign country that tolerated slavery, it is plain
penalty of not voting and holding office in France, as claimant contends,
e for the slave-holder no penalty at all. He would have to choose not "be-
e loss of his fortune and the abjuration of his nationality," but between the
is fortune and the exercise of political rights which he had voluntarily relin-
and could not exercise, and which therefore were of no account to him.

, women in France cannot vote and hold office. Did this law intend to leave
e to remain French and still to buy and sell slaves?

ords employed, "citoyen Français," were intended to be used in the same sense
they are used in the constitution of 1848, as descriptive of the rights and
ity of all Frenchmen, and as synonymous with the term "Français," as used
Charte Constitutionelle" of 1830, and not in the narrow sense of a voter and
-holder.

e second objection is that the loss of citizenship must be established by the
f some competent judicial tribunal of France, and this can be shown only by
rd of the proper French authorities. At the same time that the counsel pro-
this novel doctrine they admit that "France has not yet established any
of ascertaining what portion of its citizens resident in the United States have
der decree."

he result of the two propositions is that the record of a competent judicial
of France is the proper and only proof of the loss of French citizenship un-
law; and that there is no such competent judicial tribunal as yet established
ain the fact, and therefore there cannot be any such record. This seems to
what the logicians call the "*reductio ad absurdum*." It is not possible to get
roof, therefore record proof is the only proper—the indispensable proof.

uite true, as the counsel say, that the French law does not provide either by
statute, or by any general law, how the loss of French citizenship shall be
ed and shown. In the absence of such law as to the method or mode of pro-
o establish it, the law itself does not become null and void. The law is still
orce, and like all other laws, is to be enforced in France by the ordinary tri-
f France before which the question may arise, and out of France by any tri-
stablished by the authority or with the consent of France, and before which
tion of loss of citizenship properly arises.

nce in declaring what facts entailed the loss of French citizenship had also
a special tribunal for ascertaining the fact—so that the finding of the fact
tribunal was essential to the loss of French citizenship—then such an objec-
s here made would be valid. But there is nothing of the kind; there is no
nch law, general or special. The law declaring how French citizenship is
t voluntary acts of a French citizen shall deprive him of his French nation-
a general law. No special tribunal is created to take jurisdiction of it and
the status of the party in all cases and everywhere. It stands, therefore, like
r laws. Its execution is committed to the ordinary tribunals, before which
s growing out of the law may arise, to settle the question in the case where
. It is the province and proper duty of all courts of general jurisdiction to take
ce of all cases and questions arising under the laws of the land when they
fore them, and when no other special tribunal is expressly provided.

his commission is a court established by the republics of France and the
States of America. It has complete, ample, and exclusive jurisdiction of cer-
ms by the citizens of each country upon the Government of the other. It has
iction of a claim against the United States unless the person presenting it is
of France. Hence the question whether the person presenting the claim is
a French citizen is the first question that arises upon the examination of
im. The convention does not restrict us in any manner as to the evidence
receive upon this point. We have the right to admit, we are bound to re-
d consider, all evidence upon this question which courts of general jusisdic-
er in France or the United States would receive if the question were pending
em. In such courts the question always is, does the evidence offered *tend* to
to disprove the point at issue? With us it is, does the evidence *tend* to prove
prove the fact upon which French citizenship rests?

The right conferred, the duty imposed on us (see Art. V of the Convention), ' consider and decide" this question of citizenship—the vital question on which jurisdiction rests—confer upon us also the right, and imposes on us the duty of ceiving all and any legal evidence which tends to prove or disprove that fact. T Convention imposes only one limitation as to the evidence, and that is that we m decide the claims "upon evidence or information only as shall be furnished by or behalf of the respective Governments in support of or in answer to any clai (Art. V.)

This is the only limitation or restriction imposed by the Convention upon us. all other respects, as to receiving and considering evidence, we have, in regard questions within our jurisdiction, the same right and the same duty that all ot courts of general jurisdiction have when the same or similar questions arise bef them.

(C.) If France had intended to limit us or require us to be governed by the decisi of her courts upon this question, or, rather, had intended to specially require of u consider all persons born in France French citizenship, unless a record of a French co declaring that they had lost their citizenship was produced, and that no other evide but such record should be received, such a novel and unusual departure from rules of evidence as recognized by courts should have been expressly inserted in Convention.

There is no such law in France.

There is no such decision of any French court. The industry and research of co sel have failed to find one.

There is no such rule of evidence recognized in the decisions of international co missions anywhere or at any time.

The doctrine is unknown to writers on public laws. It is opposed to the rule evidence as recognized in all courts of general jurisdiction and in the treatises u evidence of writers of the highest authority.

(D.) It is almost impossible that such a record of a French court should exist. T Frenchman who owns slaves contrary to French law will not reside in France or her colonies, but in a foreign country, where slavery is tolerated. He would rarel ever return to France to exercise any other than those civil rights which are now generally, almost universally, granted to all foreigners. Hence the question as to citizenship could scarcely arise in France and come before a French court. To requ the proof of loss of citizenship by the record of a French court, and exclude all ot evidence of the fact, is requiring a kind of proof that scarcely ever exists—a kind proof not required by public law or by French law, or by international commissio and is opposed to the practice of all high courts.

(E.) If the fact were of a nature that would appear of record in the ordinary cou of business life, then there would be reason for requiring the record. But the co trary is true. The fact is a voluntary act of the slave-owner in a foreign count No proof of it exists but in the foreign country. The fact would rarely if ever known in France. It could never appear of record in France unless the slave-ow should return to France and attempt to exercise rights belonging only to French ci zens. Now, in France all ordinary civil rights are bestowed upon foreigners. I only from political rights—such as to vote and hold office—that they are exclud And hence a proceeding in a French court to establish the loss of citizenship throu slave-holding abroad, and so that the loss could be proved by record, would be a m unusual and extraordinary event. To require such record proof is really to re the law.

(F.) Nor is there any reason why the fact should be proved by the record of a Fre court.

The act of buying a slave is the voluntary act of the individual. In making the chase he must conform to the laws of the country which regulate such sales. makes no record in France; he hides the act from French authorities, for he knows that it is in violation of French law, and that thereby he forfeits his citi ship. It is contrary to reason to require a kind of proof that cannot be supposed exist when the proper and legal and usual proof by notarial record exists an offered in evidence.

By the laws of Louisiana and of the United States, the notarial record is the le proof of the sale and purchase of the slave; the legal and sufficient proof. Why not the proof of the purchase of a slave, which is required by the law of the Unit States, when the purchase is made on United States soil, the best, the only, and t paramount proof? It is the proof that would be required in a French court, if t question should ever come before it.

The proof of the act is one thing, the consequences which flow from it, another.

The consequences of the act depend not on the kind of proof of the act, but upo what French law declares the consequences shall be. The French law declare that the act itself entails the loss of citizenship; nowhere does it say that the a *is not enough* unless it is proved in and established by a French court. If the Corp

Legislatif had intended that before citizenship was lost there should be not only the act, but also a decree of some French court that the act was proved, why was not such a provision enacted with the law? Why was not some method provided by which persons so forfeiting citizenship should or could be called before some court, and the trial and proof and proper record be made there? By omitting all such special provisions the question was left to any tribunal having jurisdiction of the question to find the fact and the loss of citizenship according to the general rules of evidence.

(G.) The principle involved in the decision of this question reaches beyond the laws of France, and must have its application to other countries having laws declaring how citizenship shall be lost.

PRUSSIA.—The quality of a Prussian subject is lost: (1) By discharge upon subject's request; (2) By sentence of the competent authority; (3) By living ten years in a foreign country; (4) By the marriage of a female subject with a foreigner; (5) Subjects living in a foreign country may lose their quality as Prussians by a declaration of the police authority of Prussia if they do not obey, within the time fixed, the express summons for returning to Prussia. (For. Rel., part 2d, 1873, p. 1434.)

The first, second, and third modes are specially regulated by Prussian laws, and therefore the proof of conformity to these laws must be shown by the records of those tribunals appointed by the laws for the decision of such cases. But how can the third mode, "living ten years in a foreign country," be shown by the record of a Prussian court? The emigrant gives no notice of his leaving Prussia. The fact is not known to the Prussian Government. The fact of ten years' residence abroad is expressly made to necessarily entail the loss of Prussian citizenship. It is immaterial whether he left Prussia with or without permission, or whether he has been summoned to return, he loses his citizenship by ten years' residence abroad. Ten years' residence abroad is conclusive proof that he lives abroad, *sans esprit de retour*.

So the fourth mode—marriage with a foreigner—cannot be shown by the record of a court, but must be shown by such proof as the laws of the country where the marriage took place makes the legal and proper proof. This legislation of Prussia shows what should be the true rule as to the proof to show loss of nationality.

Where the express law of the country enacts what acts involve the loss of citizenship, and provides a court of legal proceeding by which such acts may be ascertained (as the 1st, 2d, and 3d modes of losing and of proving the loss of citizenship in Prussia), there the loss of citizenship is not complete till it is ascertained and declared through such tribunal, and then the record is proof.

But where the act which forfeits citizenship happens in a foreign country, and would rarely be known to the authorities of the native country, and no tribunal or mode of legally ascertaining and establishing it is created by law, there the act is to be proved before any court of general jurisdiction in which the question arises by any proof admissible under the rules of evidence which such courts recognize, and that is by any evidence which *tends* to establish the fact to be proved.

This Commission is a court having jurisdiction of certain classes of claims. In its proceedings as to the admissibility of evidence—when not restricted by the convention—it should be governed by those settled rules of evidence which the courts of the two countries, parties to the convention, recognize as just and valid. Those rules are substantially the same in both countries as to what evidence tends to prove questions at issue.

In France loss of citizenship results—

(For. Rel., '73, part 2, p. 1277.) Civil Code, chap. 7, art. 17 to 21—

Art. 17. 1. From naturalization abroad.

Art. 17. 2. By accepting public office abroad without consent of the king.

Art. 17. 3. By establishment in a foreign country without intent to return.

Art, 19. 4. By marriage of a French woman to a foreigner.

Art. 21. 5. By entering foreign military service or affiliating with a foreign military corporation without consent of the king.

6. By buying or holding slaves (with certain exceptions). (See laws of 1848 and 1858.)

Now, 1. Naturalization is proved according to the laws of the country where the party is naturalized, usually by record. But not always, for if a French woman marries an American citizen she becomes an American without applying for letters of naturalization. The marriage naturalizes her, and proof of the marriage is enough. Marriage may be proved without a record. Sometimes there can be no record, as where it takes place by *verba de præsenti* accompanied with living together as man and wife. We have not required record proof.

2. Accepting public office under a foreign government cannot be proved by any record of the court. Proof of actually holding and exercising the office by consent of the foreign government would be sufficient, and is usually all that can be got.

3. An establishment in a foreign country cannot be shown by any record; it is a fact not of record, and to be proved by witnesses. The sans esprit de retour, the

intention not to return, is, I respectfully maintain, a fact to be proved by witnesses. Such is the well-settled law both of France and the United States, as shown by repeated decisions in both countries.

See "Les Codes Annotés de Sirey," p. 68. liv. 1, tit. 1.

Art. 17 and 18, note 23: "La question de savoir si un Français a quitté la France avec ou sans esprit de retour, est une question de fait, qui doit être décidée d'après les circonstances." Delaporte, *Pond Fr.*, p. 81; Duranton, tom. 1, No. 185; Guichard, No. 512; Coin-Delisle, p. 63, No. 17.

I see no reason why this Commission, in dealing with this question arising under the same law, should require record proof, when the courts of France and the United States admit any proof of facts and circumstances tending to show that the intention to return does or does not exist.

(H.) Let me suggest another consideration.

When the claimant states in his memorial that he has been naturalized in the United States (as in the case of Archbishop Perché) we hold that the objection may be taken upon demurrer, and is fatal to the claimant.

Let us suppose that Nougué had stated in his memorial that he voluntarily bought and owned a slave in 1859, and against the law of France, would not that fact, *so appearing in his memorial*, be fatal to his claim upon demurrer? May the United States not prove the fact when not stated in the memorial? Certainly. But then comes in this novel suggestion. He may prove it, but not by the proper and legal proof of a notarial act required by the laws of the place of purchase, but by the record of a French court, which does not and cannot exist.

The whole argument of counsel to sustain this novel doctrine rests not on any French law, or the decision of any French court, or the decision or practice of any international commission, or the writings of any jurist, but on the sole ground of argument from the dogma that forfeitures must be proved strictly. It is true they must be proved by full and positive proof—because being somewhat of the nature of a criminal proceeding, nothing is to be presumed, and all the necessary facts to establish the forfeiture must be strictly proved. But this rule does not require that any *different kind of proof* is required to prove a forfeiture from what is required to prove other necessary facts in ordinary suits. It is *the amount of proof* that is affected by the maxim, *not the kind.*

In the numerous cases of trials for forfeiture which abound in the reports, not one has been found or cited, or can be found and cited, which shows that the purchase or sale, or use, of personal property which works a forfeiture must be proved by the record of a court, or by any other proof than the usual and ordinary proof by writings (as in this case) or by witnesses to the facts.

I see no reason why we should establish a new and different rule.

Although we have the jurisdiction of the question expressly conferred upon us by the Convention, and our right to receive evidence upon it is wholly unrestricted, yet by this decision we relinquish and abdicate our jurisdiction, and turn it over to a French court and make its decision the necessary and exclusive proof of the a[illegible] And this, too, when no French tribunal exists with the special jurisdiction of such cases, and with authority, by its decision, to establish in all cases the right to or loss of citizenship, and when the judgments of the courts of general jurisdiction only bind the parties and privies in the matters before them, and when they have no authority to pronounce a general decree, as to citizenship, which settles the status everywhere of the party.

It is idle to say—and the idea is not suggested in the brief of counsel—that we have not jurisdiction of the question. The Convention by its very terms in Art. I confer it upon us. We have as much jurisdiction of the question as any court in France can have. We have absolute, unlimited jurisdiction, and exercise it in every case. The fact that the forfeiture or loss of citizenship is created by French law does not in the least impair our jurisdiction. That is so in naturalization and all other cases where French citizenship has been lost.

EXHIBIT H.

FRENCH AND AMERICAN CLAIMS COMMISSION.

HENRY DUBOS
v.
THE UNITED STATES. } No. 26.

Opinion of Mr. Commissioner Aldis.

The facts in this case are not in dispute.

It is admitted on the part of the United States that the claimant is a French citizen; that he was arrested by the order of General Butler, the commanding officer of the United States forces at New Orleans, on the 6th of September, 1862, for publishing certain articles in a newspaper at New Orleans which were claimed to be seditious, and calculated to incite to civil and servile war, was imprisoned about 23 or 24 days in the custom-house at New Orleans, and then sent to Ship Island, where he was kept till the 6th of December and then released; that he was arrested and imprisoned under martial law, as proclaimed by General Butler on the 1st May, 1862; that his case was examined by General Butler or by his orders, but he was not tried by any tribunal.

It is admitted on the part of the claimant that he wrote, signed, and published the articles complained of.

It fully appears that General Butler communicated to the United States State Department, on the 14th September, the fact of the arrest of Dubos and copies of the articles written by him. (P. 33.)

On the 10th October the first secretary of the French legation, Viscount Treilhard, applied to the State Department on behalf of Dubos. The Secretary of State, Mr. Seward, replied (p. 33) that "the journal in which Dubos published his articles was devoted in nearly all its columns to the instigation of treason and civil war against the United States, and that the articles therein which are signed by Mr. Dubos, if they were as innocent in purpose as he is now understood to allege, are, from their nature and from the character of the organ which has published them, calculated to add to the civil war already prevailing in New Orleans the aggravation of even a servile war, or war of races. Major-General Butler has informed this Department that, with a view to preserve public peace, he has found it necessary to suppress the publication and to cause Mr. Dubos to be taken into military custody. These proceedings have been approved by the Government, and under these circumstances the President, although greatly desirous of conceding every request or courtesy that can be solicited by the Viscount Treilhard, does not deem it consistent with the public welfare to direct the release of Mr. Dubos."

The President referred the matter to General Butler, with the suggestion that he "would be gratified with any solution of it which will be agreeable to Viscount Treilhard and Mr. Fauconnet, and at the same time will not endanger the public peace and safety and that public respect for the authority of the United States which cannot be allowed to be impaired." This was on the 11th October, 1862. On the 6th December, 1862, Dubos was released by order of General Butler. (P. 26.)

We are now asked to decide that the act of General Butler in arresting Dubos, and the decision of the President of the United States in approving of the arrest and in refusing to release Dubos, were without authority, erroneous, and contrary to international law.

The claimant claims that the arrest and imprisonment of Dubos were wholly wrong and illegal.

1. Because General Butler had no authority, either by United States law or by the laws and usages of war, to declare martial law at New Orleans, either by himself or with the approval of President Lincoln, and that "his pretended law-martial was illegal and unconstitutional bluster."

2. Because, although General Butler established "a provost court for the trial of all high crimes and misdemeanors," yet "no charges were made against Dubos and no hearing or trial granted him," and his arrest "was arbitrary, without charges or trial, and without justification or excuse."

3. Because General Butler's proclamation exempted foreigners from the operation of martial law.

4. The articles published by Dubos were innocent—did not reflect upon the United States.

5. That the treatment of Dubos was inhuman, and that this Commission may judge as to that and allow compensation, although he was lawfully arrested and imprisoned. That if a convict who is a foreigner is, after conviction and imprisonment, treated inhumanly, the country of which he is a citizen has a right to demand compensation for such alleged inhuman treatment of the United States.

The counsel for the United States deny the legal validity of all these positions assumed by the claimant.

It will be perceived that the questions of the authority to establish martial law, of the extent and manner in which it may be exercised, and of the right of the foreign country to intervene on behalf of its citizens punished under martial law for alleged offenses, and upon what grounds it may either intervene or ask for damages—that all these important questions arise in this case. They are very important questions as affected by the law of nations and the laws and usages of war as recognized by civilized States. They are important, as they touch every case of a foreigner arrested or punished at New Orleans by General Butler during his administration of martial law between May 1, 1862, and the time when he was superseded by General Banks, about December 15, 1862.

The importance of the question is, I trust, a sufficient excuse for the length to which this investigation has extended.

I shall, in this examination, refer to those public documents and historical facts of which courts take judicial notice without proof, and which are regarded as true and unquestionable.

I.

Every foreigner owes obedience to the laws of the country in which he resides; and every government has the sovereign right to punish violations of the law on its own soil, according to its own laws and the judgment of its own tribunals, and without interference from other nations, so long as the law and the punishment do not conflict with international law. If the law is in conflict with international law, is opposed to the public law of civilized States, then the foreigner who is punished for the violation of such laws may be entitled to redress; otherwis he is not.

I need not refer to any authorities for this well-settled doctrine of the laws of nations. It is universally recognized. It is essential to the independence of every sovereign State.

Dubos, if legally arrested and imprisoned according to the laws of the United States, has no right to compensation for such arrest and imprisonment, unless the law under which he was arrested is in conflict with international law, or the punishment so inhuman as to justify his Government in interfering and demanding compensation and redress.

II.

OF MARTIAL LAW.

The Constitution of the United States, like the supreme law of all other governments, authorizes it to make war and to *suppress insurrection*. (Art. 1, sec. 8.)

It has the right to raise armies, to carry on military operations in the usual mode and according to the laws and usages of war, and to do all that may be necessary to defeat the operations and machinations of the enemy; and when necessary within the theater of military operations and of the occupancy and movements of its armies, to govern by martial law, and within such sphere to supersede by martial law the civil or municipal law.

And this martial law exists, not by any authority derived from the Constitution, but by *the laws of war* as recognized by the laws of nations, and grows out of war and its necessities; and where it lawfully and necessarily exists "sweeps civil law by the board and takes the place of it." (See J. Q. Adams' speech in Congress, April, 1842.)

The provisions of the Constitution cited by claimant's counsel, that the President cannot suspend the writ of habeas corpus, &c., apply to times of peace and to territory where courts are open and civil process goes on; not to the time of war and the theater of military operations. In these last the laws and usages of war exist from necessity, and supersede civil law.

Where martial law exists searches and seizures may be made without warrant, and persons may be arrested and imprisoned without process.

Martial law is LAW. It is the will of the commander of the army. Not an arbitrary and lawless will, but a will governed by the laws and usages of war, and which by necessity becomes the supreme legal authority, and for the time takes the place of all other law to a greater or less extent, as necessity may require. It is equally binding as the civil law upon all who are within its jurisdiction. Within the United States territory in which it exists it is the law of the United States. It supersedes all other laws, except such as may be allowed to remain in force by the permission of the military commander.

So dangerous and despotic a law arises and exists from necessity and during war, within the territory in which it is necessary, and where the danger exists which makes it necessary.

The commanding officer must of necessity determine in the first instance as to its necessity, extent, and continuance, but he is subject to the control of the Executive, *and must receive* the express or implied sanction of Congress afterwards.

III.

MARTIAL LAW AS RECOGNIZED IN THE UNITED STATES.

Martial law, arising from necessity and during war, in camps, garrisons, and the vicinity of military occupancy and operations, is and always has been held as valid law, existing by authority in the United States whenever the occasion for it arises.

General Washington, as commander-in-chief, acted under it according to the laws and usages of war in the case of Major André.

General Jackson, commander of the United States forces at New Orleans, on the 15th December, 1814, proclaimed martial law. He deemed it necessary for the defense of the city. On the 8th January, 1815, the battle of New Orleans was fought, and the American victory secured the city. On the 15th March, 1815, Judge Hall granted a writ of habeas corpus for the relief of one Louallier, who had been arrested by the military. General Jackson, under martial law, thereupon arrested Judge Hall. Four or five months after, when peace came and martial law had ceased to exist, Judge Hall arrested General Jackson for contempt of court in disregarding the habeas corpus. General Jackson appeared and sought to justify his act, but Judge Hall would not listen to the defense, and fined General Jackson $1,000, which he paid. In 1842 a bill was introduced to Congress to reimburse General Jackson for the $1,000 so paid and interest. The title of the bill was "to indemnify General Jackson for damage sustained in the discharged of his *official duty*." It was proposed to change the title of the bill, and call it a bill "for the relief of General Jackson," so that, in the language of the committee, "no inference should be drawn from the passing of it, that a military officer had legal authority to establish martial law." The minority report opposed the amendment because "in time of war and imminent public danger it may be the duty of the military commander to arrest those regarded as traitors, spies, or mutineers within his camp. The act was *justifiable, not merely excusable;* it was demanded by a great and overruling necessity."

Thus this precise issue came before Congress.

Mr. Buchanan, then in the Senate, afterwards President, sustained the bill as it stood, and upon the ground that martial law was justified by necessity. The Senate rejected the amendment and passed the bill as it stood; Congress thus recognizing that the act of General Jackson was done in the discharge of his official duty.

Mr. John Quincy Adams, who was President of the United States, and is justly regarded as high authority on all questions of international law, in a speech before Congress in April, 1842, said:

"When your country is actually in war, whether it be a war of invasion or war of insurrection, Congress has power to carry on the war and must carry it on according to the laws of war, and by the laws of war an invaded country has all its laws and municipal institutions swept by the board, and martial law takes the place of them."

He then alluded to General Jackson, and said:

"You are about to refund him his fine. Why? Because it was unjust; because General Jackson was acting under the laws of war, and because the moment you place a military commander in a district which is the theater of war, the laws of war apply to that district. In actual war, whether servile, civil, or foreign, the laws of war take precedence. I lay this down as the law of nations: I say that the military authority takes for the time the place of all municipal institutions."

"The *powers incidental to war are derived, not from any internal municipal source, but from the laws and usages of nations.* There are, then, two classes of powers, different and often incompatible with each other. The peace power limited by the Constitution. The war power limited only by the laws and usages of nations. The power is tremendous. It is strictly constitutional, but it breaks down every barrier so anxiously erected for the protection of liberty, property, and life."

President Lincoln recognized the same principle, and acted upon it in numberless cases throughout the war. The first notable act was in the case of Merryman, arrested by General Cadwallader in May, 1861, at the very beginning of the war; and in his case the opinion of Chief-Justice Taney was not sustained. It was disregarded by the Government, by the courts, and held unsound by the great jurists. President Lincoln's idea of the right to establish martial law is best shown in the "Instructions for the Government of Armies of the United States in the Field," prepared by Dr. Lieber, and approved by the President.

We quote the first four instructions from General Orders No. 100:

"1. A place, district, or country occupied by an enemy stands, in consequence of the occupation, under the martial law of the invading or occupying army, whether any proclamation declaring martial law, or any public warning to the inhabitants, has been issued or not. Martial law is the immediate and direct effect and consequence of occupation or conquest. The presence of a hostile army proclaims its martial law.

"2. Martial law does not cease during the hostile occupation, except by special proclamation, ordered by the commander-in-chief; or, by special mention in the treaty of peace concluding the war, when the occupation of a place or territory continues beyond the conclusion of peace as one of the conditions of the same.

"3. Martial law in a hostile country consists in the suspension, by the occupying military authority, of the criminal and civil laws, and of the domestic administration and government in the occupied place or territory, and in the substitution of military rule and force for the same, as well as in the dictation of general laws, as far as military necessity requires this suspension, substitution, or dictation.

"The commander of the forces may proclaim the administration of all civil and penal law shall continue, either wholly or in part, as in time of peace, unless otherwise ordered by the military authority.

"4. Martial law is simply military authority exercised in accordance with the laws and usages of war. Military oppression is not martial law: it is the abuse of the power which that law confers. As matial law is executed by military force, it is incumbent upon those who administer it to be strictly guided by the principles of justice, honor, and humanity—virtues adorning a soldier even more than other men, for the very reason that he possesses the power of his arms against the unarmed."

So in his proclamation of September 24, 1862, it is ordered—

"That during the existing insurrection and as a means for suppressing the same, all rebels * * * and all persons guilty of any disloyal practice, affording aid and comfort to rebels against the authority of the United States, shall be subject to martial law."

"And the writ of habeas corpus is suspended in respect to all persons arrested, or now or hereafter imprisoned in any place of confinement by any military authority."

This proclamation applied to Dubos, who was then (September 24, 1862) arrested and about to be sent to Ship Island.

On the 3d of March, 1863, Congress by its act of that day ratified the action of the President.

It thus appears that five Presidents of the United States, upon whom, as the Executive, the duty of asserting and applying the principle has rested, have asserted and acted upon the doctrine that the commanding officer of the United States forces in time of war, when necessity requires it, and in the theater of military operations, has a right to establish martial law.

Let us now consider what the United States courts have decided in the matter.

In the celebrated case of Luther v. Borden (7 How., 1), where the question arose as to the legality of martial law, declared by the legislature of the State in the case of threatening insurrection, Chief-Justice Taney says:

"Unquestionably a State may use its military power to put down an armed insurrection too strong to be controlled by the civil authority. The power is essential to the existence of every government. If the government of Rhode Island deemed the armed opposition so formidable and so ramified throughout the State as to require the use of its military force and the declaration of martial law, we see no ground upon which this court can question its authority. *It was a state of war, and the established government resorted to the rights and usages of war.* In that state of things the *military officers might lawfully arrest any one who they had reasonable grounds to believe was engaged in the insurrection.* Without the power to do this, martial law and the military array of the Government would be mere parade, and rather encourage attack than repel it."

Judge Woodbury, though dissenting from the decision of the court, says: "My impression is that a state of war, whether foreign or *domestic*, may exist in the great perils of which it is competent, under its rights and on principles of national law, for a commanding officer of troops under the controlling government to extend certain rights of war, not only over his camp, but its environs and the near field of his military operations. But no further or wider. On this rested the justification of one of the great commanders of this country and of the age in a transaction so well known at New Orleans" (General Jackson).

In Milligan's case (4 Wall., 2) the subject of martial law declared in States not in insurrection and where the courts were open was fully considered. The counsel for the Government attempted to justify, by the law and usages of war, acts under martial law committed in Indiana, a State never in insurrection, and where the courts were open and Milligan might have been tried in the ordinary and peaceful course of law.

Judge Davis (p. 121), in delivering the opinion of the court, said:

"It is idle to inquire what the laws and usages of war are. They can never be applied to citizens in States which have upheld the authority of Government, and where the courts are open and process unobstructed."

But (on p. 127) he recognizes the very right the Government counsel here contends for. He says:

"There are occasions where martial law can be properly applied. If in foreign in-

vasion or *civil war* the courts are actually closed, and it is impossible to administer criminal justice according to law, then on the theater of active military operations where war prevails, there is a necessity to furnish a substitute for the civil authority; and as no power is left but the military, it is allowed to govern by martial rule until the laws can have their full course. As necessity creates the rule, so it limits its duration. * * * Martial rule is confined to the locality of actual war. *Because during the late rebellion it could have been enforced in Virginia, when the national authority was overturned and the courts driven out*, it does not follow that it should obtain in Indiana, where that authority was never disputed."

This case was decided by five judges to four. And the four (Chief-Justice Chase, and Justices Wayne, Swayne, and Miller), through Chief-Justice Chase, said:

"We are unwilling to give our assent by silence to expressions of opinion which seem to us calculated, though not intended, to cripple the constitutional powers of the Government and to augment the public dangers in times of invasion and rebellion."

He therefore expressly stated—

"That military jurisdiction may be exercised, in time of rebellion and civil war, within States or districts occupied by rebels treated as belligerents, by the military commander under the direction of the President, with the express or implied sanction of Congress, and it supersedes the local law."

If, as Judge Davis says, martial law might have been enforced in Virginia, "where the national authority was overturned and the courts driven out," how much more in New Orleans, where, in addition to those great evils, the terrors of lawless mob rule and riot hung like a black cloud over the city?

But, if any uncertainty has ever existed upon the question, the recent decision of the United States Supreme Court in the case of the United States *v.* Diekelman (92 U. S. S. C. Rep., 520; 2 Otto, 520) completely settles the right of the United States to establish martial law, and settles it *as to New Orleans under General Butler in* 1862 and *as to foreigners in New Orleans* as well as to American citizens.

Chief-Justice WAITE, in delivering the opinion, says:

"I. As to the general law of nations.

"The merchant vessels of one country visiting the ports of another for the purposes of trade subject themselves to the laws which govern the port they visit so long as they remain, and this as well in war as in peace, unless it is otherwise provided by treaty.

"The law by which the city (New Orleans) and port were governed was martial law. This ought to have been expected by Diekelman when he dispatched his vessel from Liverpool. The place had been wrested from the possession of the enemy only a few days before the issue of the proclamation, after a long and desperate struggle. *It was, in fact, a garrisoned city, held as an outpost of the Union Army, and closely besieged by land.* So long as it remained in possession of the insurgents it was to them an important blockade-running point, and after its capture the inhabitants were largely in sympathy with the rebellion. The situation was, therefore, one requiring the most active vigilance on the part of the general in command. He was especially required to see that the relaxation of the blockade was not taken advantage of by the hostile inhabitants to promote the interests of the enemy. All this was matter of public notoriety, and Diekelman ought to have known, if he did not in fact know, that although the United States had to some extent opened the port in the interests of commerce, they kept it closed to the extent that was necessary for a vigorous prosecution of the war. When he entered the port, therefore, with his vessel, under the special license of the proclamation, he became entitled to all the rights and privileges that would have been accorded to a loyal citizen of the United States under the same circumstances, but no more. Such restrictions as were placed upon citizens operated equally upon him. Citizens were governed by martial law. It was his duty to submit to the same authority.

"Martial law is the law of military necessity in the actual presence of war. It is administered by the general of the army, and is, in fact, his will. Of necessity it is arbitrary, but it must be obeyed. New Orleans was at this time the theater of the most active and important military operations. The civil authority was overthrown. General Butler, in command, was the military ruler. His will was law, and necessarily so. His first great duty was to maintain on land the blockade which had heretofore been kept up by sea. The partial opening of the port toward the sea made it all the more important that he should bind close the military lines on the shore which he held.

"To this law and this government the Essex subjected herself when she came into port.

"General Butler found on board this vessel articles which he had reasonable cause to believe, and did believe, were contraband, because intended to promote the rebellion. It was his duty, therefore, under his express instructions, to see that the vessel was not cleared with these articles on board, and he gave orders accordingly. It matters not now whether the property suspected was in fact contraband or not.

It is sufficient for us that he had reason to believe, and in fact did believe it to be contraband. No attempt has been made to show that he was not acting in good faith."

A recent work on military law, by Lieutenant Ives, assistant professor of law at West Point, 1879, contains a very satisfactory summary of the laws of the United States as to martial law.

He says (p. 10):

"To understand martial law fully we must distinguish between it as a foreign or international fact, and the same thing as a domestic or municipal fact.

"1st. As a foreign fact. When a belligerent occupies the territory of an enemy he has a right by international law to govern it. The political law, so far as the nature of the case demands, is suspended, and military authority supersedes it. If any local courts or authority continue to subsist, it is only through the permission of the commander.

"The rule in this country is that all civil and penal law shall continue to take its usual course in the enemy's places and territories so occupied, unless interrupted or stopped by order of the occupying military power; but all the functions of the hostile government, legislative, executive, or administrative, whether of a general, provincial, or local character, cease or continue only with the sanction, or, if deemed necessary, the participation of the occupier or invader."

On p. 11:

"We have said, in cases of this kind, that military authority is substituted. By this is meant the military authority of the commander, with the sanction of his sovereign, and, in our armies, his authority under the direction of the President with the express or implied sanction of Congress. This authority must, however, be exercised in accordance with the laws and usages of war.

"2d. As a domestic fact. Under this heading two cases present themselves:

"(*a*) Cases of insurrection or rebellion *within* States or districts occupied by rebels treated as belligerents.

"In this event such States stand, during the war, almost exactly on the same footing as foreign States, and the rules applicable for their government are the same as those just given."

This applies directly to the condition of Louisiana during the civil war.

He cites in a note an extract from the manuscript of Dr. Lieber (on p. 13).

Dr. Lieber was so eminent an authority upon international law that I venture to quote a part of the passage:

"As to martial law at home, which may become necessary in cases of foreign invasion, as well as in cases of domestic troubles, it has full sway in the immediate neighborhood of actual hostilities. The military power may demolish or seize property, or may arrest persons if indispensable for the support of the army or the attaining of the military objects in view. This arises out of the immediate and direct physical necessity, as much so as the law of trespass is inoperative against those who forcibly enter a house in a case of conflagration. This operation of martial law is not exclusive or exceptional. Any immediate physical danger and paramount necessity arising from it dispenses with the forms of law most salutary in a state of peace.

"It (martial law) cannot be dispensed with under all circumstances; *and if there were a law prohibiting it it would break through the law in cases of direct and absolute necessity.* The salvation of a country is like the saving of an individual life. It is paramount to all else."

I do not deem it necessary to refer to the decisions and dicta which declare that "martial law is a monster that cannot exist in the United States," for they are generally so inapplicable to a state of war and the theater of war, and so wanting in just discrimination in applying legal principles, that a detailed review of them is needless. Uttered in partisan times and in the heat and effervescence of mere feeling, they are of little weight as legal authorities.

I think there can be no doubt but that the right to declare martial law, as exercised by General Butler at New Orleans in 1862, is fully recognized as a legal right by the President, the Supreme Court, and by Congress, and is the law of the United States.

When it exists it supersedes all other law, except as such other law may be permitted by the military commander, is the only and rightful law, and, for the time it exists, is entitled to the same obedience as the civil law, and its decisions to the same respect as the decisions of civil law courts.

IV.

IS THE LAW OF THE UNITED STATES IN CONFLICT WITH THE LAW OF NATIONS?

Such being the law of the United States, can the action of the Government of the United States, under it and within the territory of the United States, be questioned or interfered with by any foreign State? Clearly not, unless such law is in conflict with international law.

I am fully satisfied it is not in conflict with, but is in harmony with, the law and practice of all civilized States. It is the law of war as recognized by the law of nations.

ENGLAND.

Notwithstanding the confusion of martial with military law, which has sometimes prevailed among English writers and judges, and the erroneous dicta which may be found upon the point, the better opinion has been held by their best writers and judges for more than a century that in case of war or insurrection martial law may be established if necessity requires it, and it will then supersede the civil and criminal law.

The only point in doubt is whether on English soil the declaration of martial law is a prerogative of the Crown, or must, to be legal, be established or approved by Parliament. As every Government has the sovereign right to determine for itself and within its own territory how martial law may be declared or established under its authority, the mode adopted by England can have no effect upon the mode adopted by the United States.

As the right to establish martial law is admitted, the manner in which a sovereign State sees fit to exercise it within its own borders cannot be questioned by any other so long as its exercise conforms to the usages of war.

But in England very high authorities hold that in war and in case of necessity it may be established in territory subject to English law by the mere order of the military commander. I shall not attempt to review the dicta and decisions of English writers and judges. But in Tytler's (afterwards Lord Woodhouselee's) work on courts-martial, I find an illustration so apposite, and the reasons for martial law so admirably expressed and so universal in their application, that I cannot forbear to cite them. Speaking of martial law, he says (pp. 366, 367): "Absolute necessity authorizes the application of extraordinary remedies. It is for the security of the State. The slow and cautious procedure of the ordinary courts of justice keeps no pace with that daring celerity which attends the operations of aebellion; nor are their regulated forms and publicity of procedure fitted to bring to light the dark designs of a conspiracy. It is a remedy warranted only by the last necessity, and therefore to be commensurate in the endurance of its operations to the immediate season of danger—an expedient which requires us to part with our liberty for awhile in order that we may preserve it forever." The last is the phrase used by Judge Blackstone in his commentaries.

On the 24th of May, 1798, the Earl of Camden, Lord Lieutenant of Ireland, on account of insurrection and public disorders, proclaimed martial law, which afterwards being made known to Parliament, received "its entire approbation."

Parliament thereupon passed the act of 1798, which was much more stringent than any of the orders of the United States Government during the rebellion.

It stated that the exercise of martial law was the undoubted prerogative of His Majesty, and it authorized it "whether the ordinary courts of justice are or are not open; and that it should continue from time to time during the continuance of the rebellion." (See Tytler's Courts-Martial, App. VI, pp. 402, 403.)

In February, 1818, Sir Robert Brownrigg, the governor, proclaimed martial law in India.

In Ceylon, Viscount Torrington, upon apprehended insurrection, on the 29th July, 1848, proclaimed martial law, and it was continued till October 10. Several rebels were executed. The conduct of Viscount Torrington was much animadverted upon, and the question came up in Parliament. His defense (see 115 Hans. Parl. Deb., 3d series, p. 843, *et seq.*), throws much light upon the recognized practice of the English Government. The alleged necessity, the continuance, and the proceedings under martial law are fully shown.

In the debate in Parliament the Duke of Wellington "contended that martial law was neither more nor less than the will of the general who commanded the army. In fact, martial law meant no law at all. Therefore the general who declared martial law, and commanded that it should be carried into execution, was bound to lay down distinctly the rules and regulations and limits according to which his will was to be carried out." In this respect General Butler's proclamation of May 1, 1862, and his subsequent orders from time to time, conformed fully to the rule of duty prescribed by the Duke of Wellington. "Now, he had, in another country, carried on martial law; that was to say, that he had governed a large proportion of the population of a country by his own will. But then what did he do? He declared that the country should be governed according to its own national laws, and he carried into execution that will. He governed the country strictly by the laws of the country, and he governed it with such moderation, he must say, that political servants and judges, who at first had fled or had been expelled afterwards, consented to act under his direction. The judges sat in the courts of law conducting their judicial business and administering the law under his direction."

The Earl Grey said:

"I was glad to hear what the noble Duke said with reference to what is the true nature of martial law. It is exactly in accordance with what I myself wrote to my noble friend at the period of those transactions in Ceylon. I am sure that was not wrong in law, for I had the advice of Lord Tottenham and Lord Campbell, and the attorney-general, and I explained to my noble friend that what is called proclaiming martial law is no law at all, but merely for the sake of public safety, in circumstances of great emergency setting aside all law, and acting under the military power, a proceeding which requires to be followed by an act of indemnity when the disturbances are at an end."

The opinion expressed by Earl Grey, that an act of indemnity was necessary, does not seem warranted by the practice of the English Parliament. No such indemnity appears to have been required for the Duke of Wellington or any other of the military commanders who have exercised the power.

Their justification stands upon the law of nations that gives in time of war to the military commander the right to govern by his own will the hostile territory he conquers or occupies.

In regard to France and the other great states of the continent of Europe, I find it stated in the opinion of Attorney-General Cushing (8 Att'y Gen'l Op., p. 371)—

"That the state of siege may have a lawful origin, like the state of war, either in an act of the political sovereignty or in the necessity of circumstances. When it exists, all the local authority passes to the military commander, who exercises it in his own person, or delegates it if he pleases to the civil magistrates, to be exercised by them under his orders. The civil law is suspended for the time being, or at least made subordinate, and its place is taken by martial law, under the supreme, if not the direct, administration of the military power.

"The state of siege may exist in a city or in a district of the country, either by reason of the same being actually besieged or invested by a hostile force, or by reason of domestic insurrection. In either case it is the precise fact with which we are now concerned. The state of siege of the continental jurists is the proclamation of martial law of England and the United States, only we are without law on the subject, while in other countries it is regulated by known limitations. (Maurice Block, s. voc. See also Esriche, s. voc., for similar legal provisions in Spain.")

A reference to the French code and statutes confirms this statement.

V.

This principle, resting upon the law and usages of war, is admitted by the counsel of the claimant to be correct when applied to foreign war. But they attempt to distinguish between a foreign war and domestic insurrection.

It will be seen from the authorities already quoted (Judge Woodbury, Judge Davis, Judge Waite, Ives' Military Law, Dr. Leiber, and Attorney-General Cushing, and the practice in England and France) that no such distinction is recognized; that the same rule of war as to the exercise of martial law applies as well to domestic insurrection as to foreign wars.

Indeed, in domestic conspiracies and insurrections, the secrecy and "daring celerity" of the rebels and conspirators make martial law more necessary than in the regular and publicly known operations of war between states.

In these days when nihilists and communists are conspiring against law, Government, and the public peace in Russia and France, neither of those great powers can safely forego the necessary exercise of martial law.

MARTIAL LAW AT NEW ORLEANS.

Louisiana, in May, 1862, was as much hostile territory as if had never belonged to the United States. For fifteen months the United States laws, courts, and judges had been overturned and superseded by the Confederacy. No man could hold an office without an oath of allegiance to the Confederacy.

The population of New Orleans, whether native or foreign, was nearly unanimous in violent opposition to the United States. No Union man could express an opinion favorable to the United States, except at the risk of his life.

A general invading a foreign country could not have found himself more completely surrounded by a hostile population than was General Butler at New Orleans. The Confederates had left the city, but were closely besieging it with a large army under General Lovell. Correspondence between the rebels in the city and General Lovell and the besieging forces outside was constant, and the utmost vigilance could not prevent it.

1. Before the capture of the city the Confederate General Lovell was obliged to adopt martial law.

2. When he left, and during the interval before General Butler came, the safety of the city from riot and mob rule was secured only by the employment of the European

legion by the mayor for that purpose. The terror and fear that prevailed among the better classes is shown by the letter which Mr. Forstall, the agent of Hope & Co., of Amsterdam, wrote to them on May 13, 1862, in regard to the $800,000 of silver placed in his hand on their account. He says:

"The great apprehension at that time, in the event of the fall of New Orleans, was not the action of the Federal Government, which until then on similar events had left private property undisturbed, but the destruction of property and sacking of banks by the rabble out of a mixed population of nearly two hundred thousand, pending the consequent delays of an abrupt and violent change of government, and the event proved that such apprehension was not idle, for after the destruction and robbery of an immense amount of property on our wharves and some of our front stores and warehouses, a general plunder of the city would have taken place by the rabble after the retreat of the Confederate troops but for the armed interference, night and day, of the French and foreign brigades for nearly six days, when the Federal troops took charge of the city with a sufficient force to maintain order." (Parton, p. 373).

3. The proclamation of martial law by General Butler was a necessity. It was the only means to save the city. It was approved by President Lincoln, by Congress, and by the country. The forcible and express language of Mr. Seward on that point in his dispatch to Compte Treilhard, on October 11, 1862, shows the view the Government took of it and of the necessity of its continuance (p. 33):

"New Orleans is now partially a military garrison of the United States, in which all civil authority has been subverted by an armed and treasonable insurrection, and the inhabitants there are now secured in their lives, liberty, and property by the presence and authority of the Army under the command of Major-General Butler."

This was said by Mr. Seward, in his official capacity as Secretary of State, on the 11 October, 1862, in this very case. Upon what evidence are we to find now, 20 years after, that it was not true?

General Butler at first attempted to govern by leaving the municipal government to the mayor and common council, and the administration of criminal justice to the judges or recorders then in office. But finding, as he believed, that these Confederate officials were sending aid to General Lovell, and could not be trusted and would not do their duty, on the 20th May he suspended them from the functions of their offices and appointed General Shepley military commandant of the city, and established a provost-court, with Major Bell provost-judge. (See General Shepley's "Notice," Parton, p. 336.)

In August, 1862, General Butler wrote to the French consul, who complained of his order requiring citizens to give up their arms:

"Whenever the inhabitants of this city will, by a public and united act, show both their loyalty and neutrality, I shall be glad of their aid to keep the peace, *and restore the city to them*. Till that time, however, I must require the arms of all the inhabitants, white and black, to be under my control."

VI.

But it is claimed that General Butler excepted foreigners from the operation of martial law. His words are: "All foreigners will be protected in their persons and property, as heretofore, under the laws of the United States." This did not exempt them from martial law, but assured them of protection of their persons and property, now under martial law, as heretofore under the laws of the United States.

Its meaning was that martial law should protect their persons and property—not that they should be exempt from its operation. In reason, no distinction of the kind could be made. All must be subject to martial law. Foreigners, though they ought to be neutral (and many of them were), in fact were often engaged in aiding the rebellion. General Butler's letter to the French consul, of August 14, 1862, shows this. He says: "You will observe that it will not do to trust to mere professions of neutrality. I trust most of your countrymen are in good faith *neutral;* but it is unfortunately true some of them are not. This causes the good, of necessity, to suffer for the acts of the bad. I take leave to call your attention to the fact that the United States forces gave every immunity to Monsieur Bonnegrass, who claimed to be the French consul at Baton Rouge, allowed him to keep his arms, and relied upon his neutrality; but his son was taken prisoner on the battle-field in arms against us. You will also do me the favor to remember that very few of the French subjects here have taken the oath of neutrality, which was offered to but not required of them by my order, No. 41, although all the officers of the French legion had, with your knowledge and assent, taken the oath to support the constitution of the Confederate States. Thus, you see, I have no guarantee for the good faith of bad men." (Parton's General Butler in N. O., p. 465; see also General Butler's letter to the consuls; Parton, pp. 456, 457, 458.)

No distinction could be justly made between them and native citizens. It would practically have been impossible to secure the objects for which martial law was declared if foreigners had been excepted.

Such a meaning as is now given to this phrase by the claimants was not intend by General Butler, nor was it so understood or claimed by foreigners at the time.

In May, 1862, in requiring the British members of the European brigade, who h given their arms to Beauregard, to leave the city in twenty-four hours (Parton, 357); in his many dealings with foreign consuls, and especially with the French co sul, Count Méjan (see Butler's letter to the Secretary of War, Parton, 378), he alwa held foreigners, like natives, to be subject to martial law; and the foreigners a foreign consuls did not claim the contrary. See General Butler's letter to the Englis French, and Greek consuls of June 12, 1862 (Parton, p. 383), in which he says:

"In order to prevent all misconception, and that for the future you gentlemen m know exactly the position upon which I act in regard to foreigners, resident he permit me to explain to you that I think a foreigner resident here has not one rig more than an American citizen, but at least one right less; *i. e.*, that of meddling interfering by discussion, vote, or otherwise with the affairs of the Government."

This was well known in New Orleans three months before Dubos was arrested.

In his proclamation of martial law on May 1, he says:

"No publication, either by newspapers, pamphlets, or hand-bills, giving accoun of the movements of the soldiers of the United States within this department, reflec ing in any way upon the United States or its officers, or tending in any way to infl ence the public mind against the Government of the United States, will be permitted.

Can any one suppose that native citizens only were prohibited from doing suc acts, but that foreigners would be allowed in doing them?

VII.

The claimant's counsel contends that claimant's arrest and imprisonment we illegal, because he was not tried by a military commission.

1. General Butler gave to his provost-court the jurisdiction of "high crimes a misdemeanors." If he thought Dubos' act a minor offense, or for any other sufficie cause saw fit to withhold it from the provost-court, he had the right to do so.

2. As the will of the commander is the basis of martial law, he may or may not sort to a military commission as he thinks best. Ordinarily, he does resort to a co mission to ascertain the facts, as he has no time for such trials. The law he deci for himself. But where there are no facts in dispute, where the alleged offender mits the facts, there a military commission is not resorted to, because it would superfluous. That is this case. Dubos admitted then, and admits now, that he w and published the articles complained of (p. 10, 20). He could not dispute the f for it appears from Mr. Seward's letter (p. 33) that Dubos signed the articles. was brought before General Butler (p. 8), and doubtless admitted the facts he c not deny. Mr. Treilhard admitted that Dubos wrote the articles, but attempte extenuate the offense by saying that Dubos declared "that in writing a few com ticles he did not intend to attack the Government."

The fact that he wrote the articles between August 17 and September 5 (their d and published them being admitted, there was nothing left for a commission to asce tain. There was nothing left but for General Butler to decide whether the artic violated the law "by reflecting in any way upon the United States, or were inte nde in any way to influence the public mind against the United States."

VIII.

CHARACTER OF THE ARTICLES PUBLISHED BY DUBOS.

General Butler decided that the articles did so violate the law.

That decision was clearly right.

The President and Mr. Seward went further and said they were calculated to add to the civil war the aggravation of even a servile war.

Mr. Dubos was a neutral; only two years in this country. It was his duty as a neutral and an honorable man to abstain wholly from intermeddling with politics; above all, from exasperating the public mind against the Government. Instead of this, he wrote in an ironical way to throw contempt on President Lincoln, on General Butler, on the Union Army, to discredit the Union journals as always telling lies, and to stir up the slave-holders to greater violence against the Government, and to greater severity against the slaves.

When arrested he made no excuse or apology. He gave no promise to amend his conduct, but aggravated his offense by the insincere pretence that the articles were "jocular," "semi-burlesque," and "not intended to attack the cause of the United States."

The *time* when they were published added to the evil influence they were calculated *to exert. It was* August, 1862; the month when great disasters in Virginia had smit-

ten the Union Army and cause, and a Confederate army was within a few miles of Washington; when the rebels were greatly elated and expected a speedy triumph and to soon retake New Orleans; when the Confederate General Jeff. Thompson wrote to General Butler "that they would have New Orleans in a few days." (Parton, p. 474.) That was a bad time to sneer at "the invincibility of the Union arms, and that they were the terror of the entire world; that France and England would be but a mouthful to them." Such insulting language, published in New Orleans, among an excitable and bitter population of rebels, was well calculated to give "aid and comfort" to the rebellion, and at that moment to stir the public mind to violence and insurrection.

Martial law was obliged to be prompt and severe, to nip the offense in the bud, and to punish the offender, not only for his misconduct, but to make an example of him. To what extreme he or others might have gone, and what deplorable consequences have followed, if not instantly repressed, no one can now tell.

If Mr. Dubos had observed the obligations imposed on him by the laws of neutrality, and the proclamation of the Emperor of France, enjoining strict neutrality on all French citizens, he would not have meddled with American politics in the midst of a civil war. His conduct was imprudent and highly irritating. It endangered the public peace. He saw fit "to scatter firebrands," and when arrested to plead, "Am not I in sport?" It is a plea that cannot be allowed when the materials for a conflagration are lying around everywhere and ready to catch fire.

If when arrested he had made such expressions of regret and such promises of good conduct in the future as he ought to have made, and could have made with honor, he would doubtless have been relieved from punishment. This is probable, for on the previous day (September 5) General Butler had permitted the Estafette du Sud to resume publication upon the pledge of such assurances. His order of September 5, 1862, is as follows:

"It having been made to appear that the suppression of the 'Estafette du Sud,' French newspaper, will work distress among the employés of the office, who are faultless, and the proprietors having assured the United States authorities that nothing shall be published that is offensive or inimical, or in any way reflecting upon the United States or its authorities, the publication upon this pledge is permitted to be resumed at the instance of the acting French consul, M. Fauconnet." (See Parton's "Butler in New Orleans," p. 434.)

IX.

It is alleged that Dubos received "inhuman treatment" while in custody, and for this reason it is sought to increase the damages.

1. Mr. Dubos does not say he was treated "inhumanly." While at the custom-house he "was in a room with eight or nine other persons." (P. 8.) But he does not pretend that they were convicts or felons. (P. 10.) He gives the names of three of them—Mr. Stith, Mr. Leefe, and Dr. Delmeux—all believed to be respectable persons.

"I lost all my bedding and had nothing to sleep on for five or six days." He does not say that it was lost by the fault of the Government or that the Government could have furnished him with bedding "for five or six days." Such hardship could not be called "inhuman," even if it were proved to be the act of the Government.

His next grievance was not a great one, and his allusion to it shows that he really had no great grievance to complain of.

"The mosquitoes were very bad, and I had no mosquito bar to protect me." (P. 9.)

He then says his eyesight was affected by the glare of the sun on the white sand, and he suffered much pain from that cause. Dr. Batchelor, a Confederate prisoner with him, and who treated him at the time for the affection of his eyes, says: "Having liberty to go around the house and in shady places on the outside of the house, there was no necessity of his exposing himself to the glare of the sun so as to have it operate injuriously on his eyes. He had the option of exposing himself or not, and if he did so it was his own fault." (P. 15.)

"In sitting in the shade with a bank of sand opposite it would be uncomfortable for the eye, but it would be very easy for him to turn his eyes from it." (P. 15.)

The room in which Dubos and others were confined was "from 30 to 40 feet long and about 16 or 18 wide. It was dry; had two windows."

Mr. Gillis says: "Our room was well ventilated. We were treated with kindness and courtesy by the officers." (P. 17.) "Dubos received the same treatment we did. Mr. Dubos could have remained inside the building during the day or have seated himself outside in the shade." (P. 17.)

Mr. Walker, a prisoner there, says (p. 48): "The treatment was very good; we were well fed; were allowed to bathe under guard; the rations abundant." And on page 49: "It was pleasant, so far as climate was concerned; the bathing was fine; better than at the lakeside places; the food abundant and good; the sleeping apartments good, and the expense little, only for extras and luxuries."

The injury to his eyes was but temporary. "I now work a great deal during t night by gaslight." (Dubos, pp. 20 and 21.)

It is not pretended that either General Butler or President Lincoln were moved evil intention to oppress Mr. Dubos or to gratify a spirit of malice or revenge. On t contrary, it is plain that they acted from a sense of duty, and treated him with all t mildness that was possible under the circumstances, and with all the forbearance l perversity and foolhardiness would allow.

Nor was there any harsh or inhuman treatment.

Nothing whatever should be allowed him for damages.

X.

Mr. Dubos "gave aid and comfort to the rebels." Such publications as his, by i fluencing the minds of the French population to resistance against the Governmer were a more serious injury to the cause of the United States than if he had made speech at a public meeting—more practically injurious than if he had taken arms a joined the rebel army; and both in intent and in effect gave "aid and comfort to t enemy."

For this reason alone he is, in my judgment, barred from any compensation.

EXHIBIT I.

Dissenting opinion of Monsieur Lefaivre, Commissioner of the French Republic.

The Commissioner for France regrets not to be able to join in the decision of h colleagues in the case of Denis Meng.

He bases his dissenting opinion upon the following reasons:

The destruction of property situated at Donaldsonville, on the banks of the Mi sissippi River, was ordered on the 9th of August, 1862, by Admiral Farragut, as a pears from his own declarations, in view of securing his transports against the firi from the opposite side, which was attributed (and all inquiries seem to justify t imputation) to Texan guerrillas.

Arguments and briefs have been submitted to the Commission for the purpose justifying the destruction ordered by Admiral Farragut, and the Commission read recognized in this officer the right of securing his communications by all means c secrated by custom and the immemorial traditions of war.

Having disclaimed any appreciation or censure respecting this measure in its the majority of the Commission also admitted the following principle:

"That the destruction of Donaldsonville might have been caused by military ne sities, without the United States Government being exempted from liability for m rior indemnities to the victims, that is, to the injured property-owners, provided destruction of their dwellings could not be considered as an act of retaliation promp by their complicity in attacks upon the Federal transports."

The question being thus reduced to these terms, it remained only to consider whet the proofs and testimony showed with sufficient clearness an active participation the population of Donaldsonville in the incriminated acts of hostility.

In the judgment of the Commissioner for France, not only the few inhabitants l by the war at Donaldsonville had not taken any part in the attacks incriminated Admiral Farragut, but, on the contrary, it is proved that they made the most merit rious efforts with the Confederate officers and the Confederate governor of the Sta of Louisiana to prevent the continuance of the attacks, and even appealed to Adm ral Farragut for effective aid and protection against the excursions of the guerrilla Inasmuch as the French Commissioner differs so fundamentally from this decision o the Commission, he considers it useless to enter into a hypothetical discussion as t how Dr. Meng's horses were taken from him.

In the judgment of the French Commissioner the majority have not substantiated their charge of complicity by the testimony of a single witness, and he has sought in vain through the voluminous records of the Donaldsonville cases for any proof in support of this grave accusation, which is brought forward as the justification of the deliberate burning of the houses of unoffending foreign citizens.

The principal witnesses who have testified in these cases on behalf of the United States and of the claimants, are Reynaud, Collin, Bercegeay, Rodrigue, Guigon, Février, Billon, Rougeau, and Claverie. They all declare, from personal knowledge, that the citizens of Donaldsonville took no part whatsoever in the firing upon the Federal transports. It appears from their testimony in claims numbered 112, 184, 331, 496, and 567, among others, that the firing was done exclusively by a band of Texas guerrillas, who were encamped several miles away from the town; that Commodore Far-

ragut's threat to burn the town caused great anxiety and consternation; that he was appealed to for protection by the mayor and the few remaining inhabitants, who told him that they could not control the guerrillas, though they would do what they could to prevent them from continuing these attacks (p. 112 of No. 496; 41, 49, 116, and 129 of No. 331; 29 of No. 112; 43 of No. 35; 51 of No. 567); that the captain of the guerrillas and the governor of Louisiana were successively implored to take into consideration their danger and defenseless situation, and to cause the firing from the banks of the Mississippi to be stopped. In a word, it is clear beyond controversy that everything that could possibly be done by the few male adults of Donaldsonville, who appear to have been mostly old men and foreigners, exempt from Confederate conscription, was honestly and in good faith done by them to put a stop to the hostile acts of the Texas guerrillas, and to demonstrate their innocence and their non-complicity in these acts.

The people of Donaldsonville were completely at the mercy of Commodore Farragut and the vessels of his fleet. The town lay between New Orleans and Baton Rouge, at both of which places the Federals had a large military force. No confederate troops were in the vicinity, except Captain McWhorter's handful of Texas guerrillas. The business relations of the town were with New Orleans, and the inhabitants had every motive of interest and reason to placate the Federal authorities. Is it reasonable to suppose that they deliberately invited the destruction of their houses by futile attempts to retard the advance of the Federal fleet? Could there be anything more ludicrous and pitiful than this attempt to picture to us a handful of decrepit Louisianians and foreign tradesmen arming themselves with rusty shot-guns and muskets and marching down in solid array to the river front to repel, at the risk of the destruction of their town if they failed, the advance of the man-of-war "Brooklyn," a screw steamer of 2,070 registered tonnage, carrying twenty-six guns, and one of the largest vessels of the United States Navy?

A. LEFAIVRE.

No. 43.

Judge Aldis to Mr. Blaine.

WASHINGTON, *June* 4, 1881.

SIR: The work of the French and American Claims Commission has so increased of late that I think another clerk is needed for the necessary despatch of business.

Mr. Peddrick has shown me the letter which he has addressed to you on the subject. His statements in regard to the necessity of a clerk are quite correct. I should be pleased if an additional clerk could be appointed at once.

I am, &c.,

A. O. ALDIS.

No. 44.

Mr. Aldis to Mr. Blaine.

JULY 8, 1881.

DEAR MR. SECRETARY: My colleague, Mr. Geofroy, still desires to have the Commission adjourn until October without deciding the question which I presented to you at the last time that I saw you, and I told him that I could not agree to so adjourn the decision of the question without some instructions or suggestions from you.

I see no advantage in so adjourning the question, but think it might lead to serious inconvenience to the claimants and involve them in trouble, expense, and even the loss of their claims by being misled as

to our opinion on that point. I think that my colleague, Baron de Arinos, prefers to have the decision made before we adjourn. Will you be so kind as to say to me whether you feel inclined to give any instructions or make any suggestions upon the point.

Very respectfully, yours,

A. O. ALDIS.

No. 45.

Mr. Blaine to Mr. Aldis.

DEPARTMENT OF STATE,
Washington, July 8, 1881.

SIR: Referring to your letter of this date requesting instructions as to the propriety of rendering a decision upon certain cases pending before the French and American Claims Commission, I beg to state that as the Commission was organized under a treaty with France and is by the terms of said treaty entirely independent of the Department of State, so far as any judicial functions may extend, I do not deem it proper to express an opinion upon any matter connected with the Commission. The responsibility of all decisions and judgments must rest exclusively with the commissioners and the umpire.

I am, &c.,

J. G. BLAINE.

No. 46.

Baron de Arinos and Mr. Aldis to the Secretary of State.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, July 11, 1881.

SIR: We have just received from Mr. de Geofroy, the commissioner appointed by the French Republic under the convention of January 15, 1880, between the United States of America and the French Republic, the communication which we herewith inclose.

You will perceive that he retires from the Commission and ceases his functions as commissioner.

We respectfully call your attention to the second paragraph of article 8 of the convention as to the effect of such retirement in interrupting the proceedings of the Commission.

We have adjourned the Commission to the second Wednesday (the 11th day) of October, within which time we hope that the French Republic may appoint a commissioner.

In the mean time all the proceedings in regard to the business of the Commission which may properly be transacted in the absence of the French commissioner so retiring will still go on.

We have, &c.,

BARON DE ARINOS,
President.

A. O. ALDIS,
Commissioner on part of United States.

COMMISSION DES RÉCLAMATIONS FRANCO-AMÉRICAINES,
Washington, le 11 *juillet de* 1881.

SIEUR LE PRÉSIDENT: J'ai l'honneur de vous faire savoir qu'ayant reçu un de mon Gouvernement je cesse à la date de ce jour mes fonctions de Commis- e France.

ez, Monsieur le Président, avec tous mes regrets de me séparer de vous et de ollègue d'Amérique, les assurances de ma haute considération.

ommissaire du Gouvernement de la République Française:

L. DE GEOFROY.

No. 47.

Mr. Aldis to the Secretary of State.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, April 15, 1882.

t: I have the honor to transmit to you herewith a memorandum gard to the question which has arisen in the French and American is Commission as to the meaning of the terms "territory" and itorial jurisdiction," as used in the first article of the convention.

e arguments of counsel to which I refer seem to suggest all the ns to be given for the one or the other construction.

e action of the Commission in referring the question to the two uments for their consideration has doubtless been communicated u by our secretaries.

I can render you any further service in examining and deciding natter I shall be happy to do so.

I am, &c.,

A. O. ALDIS,
Commissioner on the part of the United States.

MEMORANDUM FOR THE SECRETARY OF STATE.

plicate copies of the convention were signed, I suppose, one in English, the in French, and both are of equal authority.

ere is a difference in the text of the convention. In the first article of the Eng- copy the jurisdiction extends to claims arising out of acts committed against ersons or property of citizens of France "upon the high seas or within the ter- al jurisdiction of the United States."

the French copy the same passage reads thus: "En haute mer ou sur le terri- des États-Unis."

the words "territorial jurisdiction" mean the same thing as "territory," then is no substantial difference.

counsel for the United States contends that they do not mean the same thing; "territorial jurisdiction" means that part of the rightful territory of the United s over which the United States had actual jurisdiction; and the words were with intent to exclude that part of their rightful territory over which they had tual jurisdiction. Two reasons are given for this construction:

That is the natural meaning of the words; territorial jurisdiction is different legal jurisdiction. Legal jurisdiction extended over all the territory of the d States. The rebellion interrupted the exercise of this legal right in all that f the United States which was not reclaimed from the Confederacy, but did not y it. Hence the legal jurisdiction was for the time being suspended in all part territory in which the Confederacy bore sway; and the actual or "territorial iction" was confined to that part of their territory which was in the actual sion and control of the United States.

is the argument of the counsel of the United States upon the natural and ry meaning of the words.

2. It is further urged that the United States ought not to be responsible for acts committed within territory over which they have no jurisdiction.

I beg to refer to the printed argument of the counsel for the United States, which will better show his views. It is annexed.

The argument on the French side is:

1. The word "territorial" qualifies the term "jurisdiction," and means "jurisdiction" limited by and coextensive with territory, and not jurisdiction limited by and coextensive with actual possession; that actual jurisdiction qualifies jurisdiction by limiting it to actual possession and to something less than "territorial jurisdiction;" while territorial jurisdiction carries jurisdiction as far as territory extends, and is therefore equivalent to "territory."

The French counsel further contends that the word "territoire" or "territory" is susceptible of only one meaning and embraces all the territory of the United States; and that if the words "territorial jurisdiction" are susceptible of two meanings, that meaning should be adopted which harmonizes with the word "territoire," and so gives the two texts a common and harmonious and not an inconsistent and contradictory sense.

2. The French counsel further insists that in that part of the English text which describes the claims of American citizens against France, in the preceding part of Article I, the words used are "acts committed upon the high seas or within the territory of France," thus embracing "all the territory of France," although at the time the city of Paris and a part of the territory of France was not within the actual jurisdiction of the French Government.

As therefore the French Government is responsible for acts committed within the territory of France, though not within territory subject to its actual control, so by fair intendment and by just reciprocity the United States should be and was intended to be made responsible for acts committed within the territory of the United States though such territory was not subject to its actual control.

3. That the real object of the convention is to give just compensation to French citizens for property taken or injuries committed against them by the authorities of the United States; that it is the act of depriving a citizen or neutral alien of his property for public use that constitutes the right to compensation, and that so long as the military authorities had sufficient control or jurisdiction of any place to take property and convert it to their use, they are bound in justice to make compensation.

That it makes no difference as to the just right of the citizen where the property was taken (so it was in the United States) nor how transient the possession of the place by the military authorities might be when it was taken, so it was actually taken by the Government for its use.

That it makes no difference with the moral obligation of the United States to pay for private property taken for public use that it was taken within the Confederate lines, so long as the fact is proved that it was so taken and so converted to the army use by United States military authorities.

That these just rights of French citizens would be defeated in a great many cases and the objects of the convention be frustrated by the construction asked for by the United States counsel.

4. That the United States in establishing the Southern Claims Commission, and allowing compensation to its loyal citizens through that tribunal, recognized and acted upon the principle that the loyal citizen was entitled to compensation for private property taken for army use, whether it was taken within the Confederate lines or not; that the right to compensation stood upon the basis that private property was taken for public use, and the place where it was taken was wholly immaterial and that for these claims of French citizens the same rule should be adopted, as the claims were of precisely the same kind as those examined and settled by the Southern Claims Commission.

That the United States Government in establishing this Commission did not intend to give to French citizens any different or any less compensation for their property taken for public use than that which they gave to their own citizens by the Southern Claims Commission.

I beg to refer to the arguments of M. de Chambrun and his assistant counsel, Mr. Morse, for a better elucidation of their views.

We have decided to suspend action in all cases depending upon the construction to be given to this clause in the convention till we hear whether the two Governments can come to some understanding upon the subject, or shall decide to leave it to us for our judicial decision.

The term of the Commission is so short, and the work to be done by them is so great, that we venture respectfully to suggest that an early decision of the question is desirable.

I am, &c.,

A. O. ALDIS,
United States Commissioner.

ARGUMENT OF THE COUNSEL FOR THE UNITED STATES IN SUPPORT OF CERTAIN PROPOSITIONS APPLICABLE TO MANY CASES BEFORE THE COMMISSIONS, AND PARTIALLY TO CLAIMS NOS. 24, 38, 39, and 100 VS. THE UNITED STATES, KNOWN AS THE "GARDEN CASES."

WASHINGTON, *March* 14, 1882.

Mr. BOUTWELL said:

Mr. President and gentlemen of the Commission, it is agreed by the counsel for the two Governments that they will now submit to the Commission the following cases:

No. 24. Anna and John Vidal *vs.* The United States.

No. 38. Pierre Petrequin *vs.* The United States.

No. 39. Baptiste Langa *vs.* The United States.

No. 100. Jean Odend'hal *vs.* The United States.

These four cases are by the counsel for the United States to be substantially of the same character. They are claims for losses alleged to have been suffered from the depredations of the soldiery of the United States during the late civil war. Of course the main question is whether the Government of the United States, under the treaty, is to be made responsible for the damages thus sustained by the parties claimant. The counsel for the United States have discussed that question in their briefs, and especially in the brief in the case of Vidal, No. 24, where, at some length, we have attempted to support the supposition, upon the facts shown, that that was a case of pillage, and, being a case of pillage, that by the treaty the Government of the United States is not bound to respond in damages. In the other three cases our briefs show the argument upon the facts, differing, as they do somewhat, and in each one reference is made to the brief in the Vidal case.

I do not intend that the remarks that I now make shall be accepted by the Commission as a substitute for the briefs filed, but I shall necessarily, in the course of my observations, repeat some of the doctrines laid down in those briefs, and very likely refer to some of the authorities therein cited. I wish to place myself in such a position that it may not be necessary hereafter to repeat the argument upon the several propositions that I am now to consider; and, therefore, much of what I may say will not bear directly upon the single question involved in the cases now submitted. I think it is proper for the counsel for the Government of the United States, at some moment of time, and at an early moment, to express his opinion upon questions of law that are to arise in the various cases upon the docket of the Commission.

My first proposition, which has only a remote bearing upon the business of the Commission, is this:

I.

By the rules and practice of modern nations in time of war an invading army may seize and appropriate or destroy all munitions of war, and all stores of provisions and clothing that may have been gathered for, or that may be made useful to, the enemy.

I cite in support of that proposition President Woolsey in his work on International Law, fifth edition, paragraph 137, where he says:

"The rule is now pretty well established, that while all military stores and buildings are lawful plunder, and while every edifice in the way of military movements, whether, indeed, public or private, may be destroyed, whatever does not contribute to the uses of war ought to remain intact."

The exception which he makes, "whatever does not contribute to the uses of war ought to remain intact," is also excepted out of my proposition, which is that all munitions of war and all stores of provisions and clothing that may have been gathered for or may be made useful to the enemy, may be either seized or destroyed.

Mr. William Whiting, who many years ago wrote a very valuable work on the war powers of the United States under the Constitution, but based also on public law, and treating largely of the war powers that pertain to every government, said:

"Property of persons residing in the enemy's country is deemed in law hostile, and subject to condemnation without any evidence as to the opinions or predilections of the owner. If he is the subject of a neutral, or a citizen of one of the belligerent states, and has expressed no disloyal sentiments towards his country, still his residence in the enemy's country impresses upon his property, engaged in commerce and found on the ocean, a hostile character, and subjects it to condemnation. This familiar principle of law is sanctioned in the highest courts of England and of the United States, and has been decided to apply to cases of civil as well as of foreign war.

Thus personal property of every kind, ammunition, provision, contraband, or slaves, may be lawfully seized, whether of loyal or disloyal citizens, and is by law presumed hostile and liable to condemnation if captured within rebellious districts. This right of seizure and condemnation is harsh, as all the proceedings of war are harsh in the extreme; but it is nevertheless lawful. It would be harsh to kill in battle a loyal citizen, who, having been impressed into the ranks of the rebels, is made to fight

against his country; yet it is lawful to do so." (War powers under the Constitution, pp. 56-57, 43d ed.)

In the case of Mrs. Alexander's cotton (2 Wallace, pages 418 and 419), the same doctrine, substantially, is laid down, as follows:

"These facts present the question, Was this cotton lawful maritime prize, subject to the prize jurisdiction of the courts of the United States?

"There can be no doubt, we think, that it was enemies' property. The military occupation by the national military forces was too limited, too imperfect, too brief, and too precarious to change the enemy relation created for the country and its inhabitants by three years of continuous rebellion; interrupted at last for a few weeks, but immediately renewed, and ever since maintained. The parish of Avoyelles, which included the cotton plantation of Mrs. Alexander, included also Fort De Russy constructed in part by labor from the plantation. The rebels reoccupied the fort as soon as it was evacuated by the Union troops, and have since kept possession.

"It is said that though remaining in rebel territory, Mrs. Alexander has no personal sympathy with the rebel cause, and that her property therefore cannot be regarded as enemy property; but this court cannot inquire into the personal character and dispositions of individual inhabitants of enemy territory. We must be governed by the principle of public law, so often announced from the bench as applicable alike to civil and international wars, that all the people of each state or district in insurrection against the United States must be regarded as enemies, until by the action of the legislature and executive, or otherwise, that relation is thoroughly and permanently changed."

I have only to add upon this point that if the doctrine were not admitted and acted upon, then the necessary and natural and proper objects of war could never be accomplished. In the nature of things it is within the lawful powers of an invading army to destroy the ammunition of the enemy and to capture the clothing and provisions and whatever else might be made specially useful to the enemy in the prosecution of the war.

II.

By the same rules and practice an invading army is justified in taking and appropriating to its own use all the property found in the enemy's country, whether movable or immovable, that may be necessary for its subsistence or defense.

On this point President Woolsey has stated a proposition that I have no doubt is justified by the principles of public law.

In paragraph No. 136 he says:

"The property, movable as well as immovable, of private persons in an invaded country is to remain uninjured. If the wants of the hostile army require, it may be taken by authorized persons at a fair value; but marauding must be checked by discipline and penalties." (Woolsey's International Law, 5th ed.)

Wheaton says (International Law, p. 434, 6th ed.):

"As to personal property or movables, the title is, in general, considered as lost to the former proprietor as soon as the enemy has acquired a firm possession; which as a general rule is considered as taking place after the lapse of twenty-four hours, or after the booty has been carried into a place of safety, *infra præsidia* of the captor."

The rule in regard to the appropriation of property taken for the purpose of an army is as broad as the necessities of the army, reaching in its application not only to those persons who are subject to the government that is prosecuting the war, but it applies with equal force to aliens and strangers who are dwelling in the country. Even if they are strangers, who may have come into the country subsequent to the commencement of the war, they are nevertheless to be treated as enemies.

Burlamaqui says (quoted in the case of the Venus, 8 Cranch, 292):

"As to strangers, those who settle in the enemy's country after a war is begun, of which they had previous notice, may justly be looked upon as enemies and treated as such. But in regard to such as went thither before the war, justice and humanity require that we should give them a reasonable time to retire, and if they neglect that opportunity, they are accounted as enemies."

III.

A government in prosecuting war may also take and appropriate or destroy all property found in the enemy's country that may be especially useful to the enemy in the prosecution of the war.

This doctrine is involved in the first proposition; but, nevertheless, there may be other articles than clothing, provisions, and munitions of war that may be the subject of seizure and destruction. In our civil war we declare cotton to be of that nature, and the doctrine of contraband of war rests upon this proposition. If the proposition be not true, then nothing can be contraband of war except the munitions only.

IV.

As the acts enumerated are among the rights of belligerents, there is neither remedy nor redress by public or municipal law.

This proposition is of consequence in the cases pending before us. The rule applies, of course, to aliens who have remained neutral, and those whose sympathies are with the government represented by the invading army, as well as to persons engaged in actual hostilities.

It is not necessary to quote law authorities in support of this proposition. The fact that in our own case, in order to provide a remedy, we have instituted three great measures for the relief of sufferers by the operations of our armies in the late civil war, is conclusive that there was no existing remedy for the losses sustained. In the first place, the Southern Claims Commission was created for the purpose of liquidating the claims of loyal citizens of the United States. Then there was the British and American Mixed Claims Commission, and at last the French and American Claims Commissions. These commissions would have been unnecessary if there had been any remedy or redress by municipal law or by general public law. Therefore, if government is not bound by general public law, and, as far as I know, there is no such law, and if the Government of the United States by municipal law was not bound to compensate persons whose property had been taken by civil or military authority, we are justified in advancing one step further.

V.

With stronger reason it is a recognized rule of war that a government is not answerable for losses incident to the presence of the army, and which arise from the unauthorized acts of the soldiery or the depredations of camp followers.

What has been true of every invading army was true in an unusual degree of our armies operating in the South during the late civil war. The movements of those armies were not only marked by the presence of the organized soldiery, but were amenable to the laws of war and subject to strict discipline, and under the eye of commanders, but the armies were attended by hordes of men called camp followers. During the progress of the war there was gathered at the headquarters of every army operating in the disloyal States a large number of white men (refugees) who had been loyal to the Constitution, and who were obliged to flee from their homes.

Next, the headquarters of every commander were beseiged by a body of emancipated slaves, who rushed to the army for protection, succor, and support.

While it would be an extreme hardship probably upon any Government to be compelled to contribute to the persons who might suffer losses from the presence of an army, yet in the case of the United States it would be inconceivably greater than in the case of any other Government carrying on war in modern times. I have no idea that any other armies, certainly not on the continent of Europe, if you can believe what history relates, have been attended by such a multitude of persons seeking protection and support as attended the operations of the armies of the United States during the late war for the suppression of the rebellion. Therefore we maintain that unless the Government of the United States has agreed to compensate those who suffered loss from the presence of the Army, it is not within (to say nothing of equity) the principles of justice that the Government of the United States should be called upon to respond in damages.

The doctrine I now advance was held by the British and American Mixed Commission. I refer to Hale's Report. (Papers relating to the treaty of Washington, vol. 6.) On page 44 he says in reference to claims for property alleged to have been taken and appropriated by the United States forces within the enemy's country, not appearing to have been taken under any regular requisition or order for military use, or by command of any authorized officer:

"These claims were numerous and of great variety in regard to the circumstances of the alleged taking. It is somewhat difficult to draw the precise line of distinction by which the majority of the Commission were guided in their decisions. It may perhaps be said generally that the Commission (Mr. Commissioner Frazer dissenting) made awards in favor of the claimant whenever it appeared by satisfactory evidence that the property so taken was a legitimate subject of military use and was actually applied to military uses, even though such application was not made through the regular and ordinary channels. On the other hand, where the property was in its nature not a proper subject of military use, or, being such, was not applied to military use, or where the taking appeared to be mere acts of unauthorized pillage or marauding, the claims were disallowed."

Then, on the following pages, he cites several of the cases.

In our brief in the case of Vidal (page 12) we have made some quotations from authorities more ancient than Hale in support of the same proposition.

But I come now to say that the acts of pillaging, even though they are proved to

have been committed by soldiers of the Army, were not only not authorized by the officers of the Army, but they were in violation of general orders, and of special orders, and of the Rules and Articles of War. In our brief in the Vidal case we have cited the Rules and Articles of War; and I have also copies of the special orders issued by General Butler when he was in command at New Orleans. His military jurisdiction covered finally a large part of the ground which was the theatre of the operations where the losses occurred for which claims are now made. His orders apply to most of the cases before this Commission. On the 1st day of May, 1862, which was shortly after the capture of New Orleans, and before the troops actually entered the city, he issued a proclamation announcing the surrender of the city to the forces of the United States. In that proclamation he said:

"All persons well disposed towards the Government of the United States, who shall renew their oath of allegiance, will receive the safeguard and protection in their persons and property of the armies of the United States, the violation of which by any person is punishable by death. All foreigners not naturalized and claiming allegiance to their respective Governments, and not having made oath of allegiance to the supposed government of the Confederate States, will be protected in their persons and property as heretofore under the laws of the United States."

Again:

"All rights of property of whatever kind will be held inviolate, subject only to the laws of the United States."

And further:

"The armies of the United States came here not to destroy, but to make good, to restore order out of chaos, and the government of laws in the place of the passions of men. To this end, therefore, the efforts of all well-disposed persons are invited to have every species of disorder quelled; and if any soldier of the United States should so far forget his duty or his flag as to commit any outrage upon any person or property, the commanding general requests that his name be instantly reported to the provost guard, so that he may be punished and his wrongful act redressed."

On the same day, by General Order No. 15, he recapitulated the doctrines, and he says in item 3 of that order:

"III. The commanders of regiments and companies will be held responsible for the strict execution of these orders, and that the offenders are brought to punishment."

May 27, 1862, he says in General Order No. 32:

"No officer or soldier is permitted to take the property of any citizen, to shut up any house or place of business without a special order from the provost judge, provost marshal, quartermaster, military commandant, or from these headquarters. Any citizen whose property is taken, or annoyed in his property, or arrested by any officer or soldier in contravention to this order, will at once report to these headquarters, where he will have redress. All taking of property by officers or soldiers for their private use is plunder, and will be punished as such."

By General Order No. 74, dated September 19, 1862, all seizures of property by the soldiers were denounced in the terms following:

"I. It having been made to appear to the commanding general that upon marches and expeditions soldiers of the United States Army have entered houses and taken therefrom private property and appropriated the same to their own use: It is therefore ordered that a copy of General Orders No. 107, current series, from the War Department, be distributed to every commissioned officer of the command, and that the same be read, together with this order, to each company in this department three several times at different company roll-calls.

"II. It is further ordered that all complaints that private property has been taken from peaceable citizens in contravention of said General Orders No. 107 be submitted to a board of survey, and that the amount of damage determined shall be deducted from the pay of the officers commanding the troops committing the outrage in proportion to their rank."

The general order of the War Department No. 107 contained the following inhibitions and penalties:

"The fifty-second Article of War authorizes the penalty of death for pillage or plundering, and other articles authorize severe punishments for any officer or soldier who shall sell, embezzle, misapply, or waste military stores, or who shall permit the waste or misapplication of any such public property. The penalty is the same whether the offense be committed in our own or in an enemy's territory.

"All property, public or private, taken from alleged enemies must be inventoried and duly accounted for. If the property taken be claimed as private, receipts must be given to such claimants or their agents. Officers will be held strictly accountable for all property taken by them or by their authority, and it must be returned for the same as any other public property.

"Where foraging parties are sent out for provisions or other stores the commanding officer of such party will be held accountable for the conduct of his command, and will make a true copy of all property taken.

'No officer or soldier will, without authority, leave his colors or ranks to take pri-
e property or to enter a private house for that purpose. All such acts are punish-
e with death, and an officer who permits them is equally as guilty as the actual
lager.

'Commanding officers of armies and corps will be held responsible for the execution
these orders in their respective commands."

I submit these orders and proclamations of the War Department and of the mili-
y commander at New Orleans, and refer to the fifty-second article of the Rules and
ticles of War for the purpose of satisfying you that if an act of pillage was com-
tted, even though it be proved that it was committed by the soldiers of the United
ates Army, it was not only not authorized by any civil officer or by any military
mmander, but that it was in violation of the strictest orders, accompanied by the
verest penalties, and issued from the War Department and from the military com-
nders in the field.

VI.

Passing from that point, I have next to say that in modern times, by special acts of
ncession in the form of statutes or by treaties, citizens who were faithful to the au-
ority of their Government, and aliens who had maintained a strict neutrality, have
ceived compensation for losses sustained of the character specified in propositions
ro and three. Those propositions cover property found in the enemy's country that
ight be necessary for the subsistence or defense of the invading army.

Property so taken has been paid for in certain cases. In some instances property
as taken that might be specially useful to the enemy, as cotton, which was seized by
ir troops during the war. When cotton was so taken from loyal citizens, or from
iens who were neutral, it has been compensated for through the agency of the
outhern Claims Commission and the British and American Mixed Claims Commis-
on, and now through this Commission.

But I say, in reference to such cases, that as there was originally no legal obliga-
on resting upon the Government to make compensation to the sufferers, the terms of
e concession, whether found in a statute or a treaty, are to be construed strictly
ainst the beneficiaries of the grant.

At a former session of the Commission the counsel for the French Government as-
rted a different view of this proposition, maintaining that the grant should be con-
rued liberally, or, as he said, equitably towards the beneficiaries and against the
overnment. In answer, I read from Woolsey on International Law (page 180, para-
aph 113):

"The laws of interpretation in the case of treaties are substantially the same as in
e case of other contracts. Some writers, as Grotius and Vattel, go at large into
is subject. The following are among the most important of these laws:

"The ordinary *usus loquendi* obtains, unless it involves an absurdity. When words
f art are used, the special meaing which they have in the given art is to determine
eir sense.

"If two meanings are admissible, that is to be preferred which is least for the
dvantage of the party for whose benefit a clause is inserted.

"For, in securing a benefit, he ought to express himself clearly. The sense which
he accepter of conditions attaches to them ought rather to be followed than that of
he offered."

This rule is distinguishable from another rule of interpretation where odious
lauses are introduced into a treaty, as, for instance, that hostages shall be given,
nd that they may be retained a certain period of time. If, in such a case, there
vere any doubt as to the number of hostages, or as to the period of time during
which they should be retained, then the nature of the provision being odious to
uman liberty, it is to be construed against the Government exacting the penalty.

That is to say, if from the language of the treaty there be a doubt as to whether
he hostages are to be retained for six months or for five months, then the proper in-
erpretation of the treaty is five months, undoubtedly. But the case before us is not
f that nature. Considering the liability of the United States to answer to claims
ade by citizens of France, and considering the liability of France to answer to
laims made by citizens of the United States, it is clear that nothing can be exacted
f either Government, unless the liability is stipulated in the treaty, and in terms
hat are free of any reasonable doubt.

The grant is a concession which, except for the treaty, would not exist at all, and
e extent of the concession must be made to appear.

The principle as laid down by President Woolsey, and conformable, as I think, to
neral practice and to the reason of the case, is that if a citizen of the United States,
ing through the Government of the United States, is to receive indemnity from
e treasury of France, the nature and extent of that indemnity, and the precise
ms of the obligation resting upon France, should be clearly set forth in the treaty,
d in so far as they are not clearly set forth, the Government of France is not bound.

That proposition is of course applicable conversely to those claims that are advan against the Government of the United States by citizens of France.

The rule in regard to tax acts and the rule in regard to the administration of t criminal law is the true rule in questions of jurisdiction. In all controversies wh there is a reasonable doubt as to jurisdiction, whether of the person or of the ca that doubt is to be given in favor of the party that, if the case were otherwise, wou be subject to the duty of making compensation.

VII.

By the treaty of January 15, 1880, the Government of France is bound to comp sate citizens of the United States for losses of a specified character sustained by su citizens, and "arising out of acts committed by the French civil or military autho ties at the times and under the conditions mentioned; and the corresponding obli tion of the United States is to compensate citizens of France for losses of a specif character sustained by such citizens and arising out of acts committed * * * the civil or military authorities of the Government of the United States upon the hi seas, *or within the territorial jurisdiction of the United States*," and within the time nam in the treaty.

I submit with great confidence that it is not within the legal capacity of this Co mission to enlarge that authority in the least. The language is clear; it is explic there is no ambiguity in it; and if there were ambiguity or doubt, that ambiguity doubt must be so solved, under the authority of President Woolsley, as to relieve t Government, which otherwise would have been charged. This is the extent of t obligation resting upon France. The corresponding obligation of the United Sta is to compensate citizens of France for losses of a specified character sustained such citizens, and arising out of acts committed by the civil or military authorit of the United States upon the high seas or within the territorial jurisdiction of t United States and within the time named in the treaty.

It is to be observed that in this first article of the treaty is the phrase "territor jurisdiction." The word "territorial" was introduced undoubtedly for some purpo If the phrase had been, as it might have been, "within the jurisdiction of the Unit States," there would then have been a doubt as to the meaning of the single wo "jurisdiction."

It has been asserted or recognized by the Supreme Court of the United States, the executive department of the United States, and by the legislative departme of the United States, that while we maintain from the first our legal jurisdiction ov all the territory that had been within the recognized limits of the United States, also admitted that during the war our actual territorial jurisdiction was limited the line of our bayonets. The Supreme Court in the prize cases said (2 Black, p. 6 4 Miller, 876):

"It is no loose, unorganized insurrection, having no defined boundary or possessi It has a boundary marked by lines of bayonets, and which can be crossed only force. South of this line is enemies' territory, because it is claimed and held in p session by an organized hostile and belligerent power." (2 Black, 674.)

By the declarations and acts of the Confederate authorities the United States dispossessed of a portion of territory to which its lawful jurisdiction extended.

For the ordinary a d peaceful purposes of government that territory had ceased be of the territory of the United States. As a theater of war, and until a regu and peaceful administration of law, either civil or military, was established, Government of the United States was in no proper sense responsible for what occur in violation of human rights, whether of property or of person.

When the jurisdiction of the United States was re-established over the rebelli districts and States, and tribunals for the due administration of law had been in tuted under the authority of the United States, then, but not until then, did United States become responsible as the protector of person and property.

On the theater of war flagrant, neither the contending armies nor the Governme that they represent can be held responsible for the losses and injuries that fall up private persons.

In the case of the United States *v.* Rice, reported in 4 Wheaton, 246, the Supre Court admit and assert the loss of territory and of territorial jurisdiction. A porti of the State of Maine, including the town and port of Castine, was conquered a for a time was held by the force of Great Britain.

Upon the recovery of the territory the revenue officers demanded the payment b Rice of duties upon goods imported into Castine during its occupation by Gre Britain.

The court denied the validity of the claim, and said: "Castine was, therefore, dur ing this period, so far as respected our revenue laws, to be deemed a foreign port, and goods imported into it by the inhabitants were subject to such duties only as the British Government chose to require. Such goods were in no correct sense imported *into the United States*."

VIII.

Whenever it is alleged in a memorial that the property for which compensation is laimed was taken or destroyed within the States or parts of States declared to be in insurrection by the proclamation of President Lincoln of August 16, 1861 (U. S. tat., vol. 12, p. 262), the burden of proof is upon the claimant to show that the roperty so taken or destroyed was at a place which had been recovered from the possession of the enemies of the United States, and that it was then within the territorial jurisdiction of the United States.

The twelfth article of the treaty of Washington (Hale's Report, p. 415), under which the British and American Mixed Claims Commission was constituted, does not contain any language, as far as I observe, that is equivalent in its restrictive character to the phrase "territorial jurisdiction," which is found in the treaty with France. But notwithstanding the absence of that limitation, the Commission gave that interpretation to the British treaty for which I now contend. The action of the commissioners is reported by Hale (pages 52, 53, and 54). The practical result was (p. 54) that all the claims for cotton destroyed in the enemy's country, with the single exception of that of A. R. McDonald, No. 42, were disallowed by the unanimous vote of the Commission. The question was discussed, and numerous authorities were cited, and notwithstanding the power of the Commission was not limited to the extent that the powers of this Commission are limited, the result was such as I now invoke at your hands.

Mr. Lincoln, by his proclamation of August 16, 1861, declared "that the inhabitants of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida (except the inhabitants of that part of the State of Virginia west of the Alleghany Mountains, and of such other parts of that State and the other States hereinbefore named as may maintain a loyal adhesion to the Union and the Constitution, or may be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents) are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exception aforesaid, and the citizens of other States and other parts of the United States is unlawful, and will remain unlawful until such insurrection shall cease or has been suppressed."

As early as the 13th day of May, 1861, the Government of Great Britain, by proclamation, recognized the belligerent character of the so-called Confederate States. By that act Great Britain accepted the facts which were afterwards set forth in Mr. Lincoln's proclamation, that the territory which was then inimical, and for the time was under the control of the so-called Confederate States Government, was not then within the territorial jurisdiction of the United States.

The proclamation by Great Britain was followed June 10, 1861, by a proclamation of the Emperor of France, in which he enjoined upon the citizens and subjects of that country strict neutrality between the Government of the United States and the government of the so-called Confederate States. I refer to these three authorities—the proclamation of the President of the United States, the proclamation of the Government of Great Britain, and the proclamation of the Emperor of France—for the purpose of satisfying your minds that at that time the States and parts of States named were not within the territorial jurisdiction of the United States. To be sure they were within the legal jurisdiction of the United States, and therefore the Supreme Court said that the inhabitants of those districts were at the same time citizens and enemies. They could be pursued as enemies, and they could be dealt with by the civil law as citizens. But the condition of war was recognized, and territorial jurisdiction was, by the proclamation of the President, absolutely abandoned, and except for the loss of territorial jurisdiction by the United States the recognition of belligerent rights in the so-called Confederate States by Great Britain in May, 1861, and by France in the month of June following, would have been offenses of the gravest national character.

I refer again to the prize cases, as they are called, reported in 2 Black, p. 635, where the doctrine is fully set forth that the inhabitants of the rebellious districts were at the same time citizens of the United States and enemies thereof.

IX.

Of property taken within the *territorial jurisdiction* of the United States it is to be said—

(1) That no presumption arises that a person in the military service of the United States is thereby authorized to do an act that is injurious to another, unless such an act is done in the actual conflict of arms. Hence if any property was taken by soldiers the presumption does not arise that they had authority for the act. If they had authority it must be set forth and it must be proved.

(2) Proof that property taken or destroyed within the territorial jurisdiction of the United States was taken by the military authorities must be made by evidence that an officer duly authorized thereto, issued an order, general or special, therefor, or by evidence that the property so taken was essential to the subsistence or safety of the Army, and that it was so used with the knowledge and consent of the commanding officer present at the place of use.

By that I mean to say that if property was taken, even though the party claiming compensation therefor should not be able to show that an order was actually issued, yet if that property was of such a sort that it was useful to the Army, and was so used, and with the knowledge and consent of the officer in command, then such use with such knowledge and consent may very fairly be construed as the equivalent of an original order for the taking. This is a liberal view of the rights of claimants before this Commission.

(3) Or it must appear that the property taken was taken in furtherance of a duly authorized public policy, and by a duly qualified agent of the Government, as in the case of cotton, when the captors were acting under the orders of a military commander, or of the President or by virtue of a permit from the Secretary of the Treasury. If a claim is made for cotton, for example, it must be shown that it was taken by a duly qualified agent of the Government.

Finally, Mr. President and gentlemen of the Commission, with these observations I invite your concurrence to two propositions, and, submitting them, I leave the subject:

1. The Government of the United States is not liable for losses arising from depredations committed in places where the armies were present, whether such depredations were by the soldiery or by camp-followers, inasmuch as the acts were not only without authority, either civil or military, but were in violation of the rules and articles of war and of the orders of the military commanders.

2. The Government of the United States is not liable for a loss of property, if the property at the time the loss occurred was not within the territorial jurisdiction of the United States.

FRENCH AND AMERICAN CLAIMS COMMISSION.

ANNA VIDAL v. THE UNITED STATES.	No. 24.
PIERRE PETREQUIN v. THE UNITED STATES.	No. 38.
BAPTISTE LAUGA v. THE UNITED STATES.	No. 39.
JEAN ODEN D'HAL v. THE UNITED STATES.	No. 100.

CLOSING ARGUMENT BY COUNSEL FOR THE FRENCH REPUBLIC.

Mr. PRESIDENT AND GENTLEMEN OF THE COMMISSION:

I did not hear, as you know (and I am sorry for it), the argument of the United States, but I read it very carefully, and I consider it a very good argument, at least for certain purposes; a good argument which covers the action of marauders and pillagers, and shows that they can ply their vocation without paying the damages; it covers also the action of a government that can destroy and appropriate property. This is a kind of hand-book which supplies them with plausible arguments not to pay for losses or wrongful appropriation of private property.

I believe there was published in some remote corner of Paris, of the seventeenth century, a little book called The Hand-book for Assassins. It was charged that it was written with a view to protect murderers against the penalties of the law. The argument for the United States would seem to be conceived for somewhat similar purposes. It says there is no responsibility in any case, and therefore the Government of the United States has nothing to pay for. That is about its substance, as I understand it. For instance, singling out one point among others, the counsel for the United States says that if an officer, a commanding officer, has issued an order that no pillage shall take place, the parties who have suffered by non-compliance with said order, and who come here praying for an award for damages, have no right to *an award*, for the reason that, according to the views of the counsel for the United

States, the commanding officers issued orders forbidding acts of pillage. Now, I ask him this question: The window of the upper story of a house known to be out of order falls down into the street. It kills a woman in falling down. Can the owner of the premises plead that he had given an order to the servants to repair the window? Is this a plea in defense? I would like to know if this defense would be valid before any court. Under the civil code of France, and under the code of Louisiana, as well as under the common law, you will find that the owner is responsible for the doings of his employés, and that the liability exists notwithstanding any orders he may have given them to do or not to do a certain thing.

In respect to the United States, their responsibility does not depend upon the fact that certain orders have been given; whatever they may be, the liability is the same; the damage has been inflicted; an officer has directed his soldiers not to commit acts of pillage or plunder; and these orders notwithstanding, acts of pillage are committed. The fact that pillage has been committed shows there has been a lack of discipline, and it establishes the right to present a claim for damages. As soon as a man appears with the uniform of the United States Army, as in the cases at bar, that man is presumed to be duly authorized to perform the act, and if not authorized, the officer cannot plead that his orders were not complied with.

Now I come to the second branch of the question. What is the meaning of the words, "territorial jurisdiction," and of the word "territory" (territoire in the French text). In my judgment (and I am going to show it, I hope, conclusively) the words "territorial jurisdiction," as employed in the language of international law, has a broader sense than the word "territory." One extends to wherever the flag of the country is flown The other is limited to the *terra firma*, to the colonies, to the dependencies.

In the extradition treaties is found an illustration and a demonstration of the views which I have just stated.

I take, for instance, the treaty of extradition between the United States and France of 1843. I read from the first article:

"It is agreed that the high contracting parties shall, on requisition made in their name, through the medium of their respective diplomatic agents, deliver up to justice persons who, being accused of the crimes enumerated in the next following article, committed within the jurisdiction of the requiring party, shall seek an asylum, or shall be found within the territories of the other."

In one case the word used is "jurisdiction," in the other "territories." In the case of the party upon whom the requisition is made, and that has bound itself to deliver up the prisoner, the word "territories" is used. In the case of the party making the requisition, the word "jurisdiction" is inserted. This distinction is not confined to this treaty; but on comparing it with five or six others, it will be found that these words are always used in the same way and with the same meaning.

I endeavored to ascertain how to account for the use of these different words, and I discovered that the reason is this: For instance, a crime is committed in the jurisdiction of France; in this case the word "jurisdiction" is not limited to the actual territory of France; it means the adjacent waters also; it means the public vessels of France navigating throughout the world; therefore the word "territory" might not cover the ground, literally speaking, and the word jurisdiction was substituted.

The sovereign against whom the extradition is asked usually confines himself to the delivery of prisoners found within his own actual territory. It has been held that an arrest made outside the harbor of New York, for instance, would be held to be unlawfully made, because made outside the territory of the United States.

This might also be the case with the Bay of Fundy, for instance, which is a sort of *mare clausum*, as everybody knows, and it might be that the arrest of a person who was indicted for murder in France could not be made there because it is within the "jurisdiction," but not within the territory, of the United States.

I could go on and illustrate this proposition in many other ways, but I will confine myself to the following quotation from Chancellor Kent, defining "territorial jurisdiction." He says:

"According to the current of modern authority the general territorial jurisdiction extends into the seas far as cannon shot will reach, and no farther."

That is what the commentator calls "territorial jurisdiction." And now I trust that we can understand and construe according to their true meaning the provisions of Article I of the treaty.

The first part of the treaty which relates to France reads as follows: "All claims on the part of corporations, companies, or private individuals, citizens of the United States, upon the Government of France, arising out of acts committed against the persons or property of citizens of the United States not in the service of the enemies of France, or voluntarily giving aid and comfort to the same, by the French civil or military authorities, upon the high seas or within the territory of France, its colonies and dependencies, during the late war between France and Mexico, or during the war of 1870-'71 between France and Germany, and the subsequent disturbance known as the 'Insurrection of the Commune.'"

Here I pause for a moment. What was the reason that led to the introductio this sentence into this article of the treaty? If the words "territorial jurisdicti had been used, doubts could have arisen about liabilities arising out of certain committed in Mexico. It could have been said that at times parts of that terri had been under the actual control of France, and in order to avoid a possible mis struction or even a shadow of doubt the framers of the convention agreed to de the limits of French territory within which claims intended to be settled might h arisen. The jurisdiction of this Commission was limited to the territory of Fra its colonies and dependencies, and nothing was said about territorial jurisdictior

Now, this was accepted by the Government of the United States. Why it was cepted is no matter for inquiry by this Commission. The words used by the tre making power control the decisions to be rendered by this Commission.

On the other hand, when the question of limiting the responsibility of the Uni States came up, another expression was substituted therefor, to wit, the wo "within the territorial jurisdiction of the United States," meaning that wheneve claim had arisen within the territorial jurisdiction of the United States it should competent for the Commission to be organized thereafter to examine that claim to pass upon it.

I will illustrate this again by the words "the civil disturbance known as the surrection of the Commune.'"

Nobody has ever doubted that Paris was always under the jurisdiction of Fra although it was not always under French control. During the occupation of P by the Commune, the exercise of the sovereign power of France had been in rupted; nevertheless it was admitted in the convention that claims might aris Paris, for it was part of the territory of France. Now, by way of reciprocity words "territorial jurisdiction" were intended to mean the same thing, except they were more extended.

The question of actual exercise of jurisdiction inside the limits of the United St has never been contemplated by the framers of this convention, and I say that text as drawn shows this conclusively.

But even were the United States entitled here to the benefit of doubt, the constr tion of this article should be taken from the French text, where the French w "territoire" is constantly used.

Now, as to the question of actual occupation in the South and to that of actual jur diction.

Let me merely remark that the word jurisdiction, as it is used by my friend Go ernor Boutwell, is taken from the language of constitutional law, not from that international law, and I venture to say when it is used by constitutional law write or by authorities on constitutional questions, it has an entirely different meaning fro the words "territorial jurisdiction," of such frequent use in international law.

And right here I think I can point out to the counsel for the United States t cause of what I will take the liberty to call his mistake; he is misled by the constit tional meaning of the word "jurisdiction" and he overlooks its meaning so far as i ternational law is concerned.

My friend says that there was no exercise of jurisdiction in the South. Exercise what jurisdiction? Of course that of the constitutional Government.

Such is the meaning of "jurisdiction" as used by the expounders of constitution doctrines.

And in support of this, I will quote an authority which my friend on the other si will not deny. It is taken from a speech entitled "The Rights of the Rebel State It was delivered in Congress by Governor Boutwell himself.

"Nor do I admit that the people in the rebellious States are aliens. They are r of any other country, they are not of any other legal jurisdiction, but they are wit the jurisdiction of the Union. Three years ago, as all admit, they were a portion the Union, and, although they have been carrying on a war, that war has not th far been successful; their independence has not been acknowledged by us, nor h it been recognized by any other nation. They, therefore, are not aliens. They a to be sure, public enemies, but they are not alien enemies."

And further on—

"What then remains? Unquestionably it remains true that the Government of t United States has legal jurisdiction over this territory and over the people who c cupy it." (Speeches relating to the Rebellion, by George S. Boutwell, pp. 312, 31

Mr. BOUTWELL.

Mr. DE CHAMBRUN. I am sorry that so distinguished a lawyer as my friend on t other side should have so given away his case. It is the absolute right of sovereign that you claim in this speech. You never spoke of legal jurisdiction as you ha done in the argument which I am answering. When on the floor of Congress yo never admitted for one moment (I know your record quite well, and it is a good on that the seceded States were out of the Union, and consequently outside the terr

torial jurisdiction of the United States. According to your own views it remained unimpaired.

The Government of the United States never failed to assert their legal jurisdiction over the whole extent of their territorial jurisdiction; thus, the Congress of the United States legislated for the South. It imposed taxes on the South, and it passed an act directing that the interest of back taxes should be added to the unpaid principal. This Government has justly asserted and maintained its jurisdiction, and since its counsel admits that the legal jurisdiction has never ceased, *a fortiori* the territorial jurisdiction has never been affected. In regard to this latter, nothing short of the recognition of the independence of the rebellious States, both by this Government and by foreign nations, could take away one inch of the territory of the United States.

My friend on the other side stated that in the first part of Article I, of the convention of January 15, 1880, the "insurrection of the Commune" was spoken of. Did he mean that an act of the "insurrection of the Commune" must be compensated for by the Government of France? That would be a strange misconstruction of this provision inserted in this article. It means that during the existence of the Commune claims might have arisen against the Government of France, but it does not mean that the acts of the insurgent organization come within the jurisdiction of this Commission and that awards can be made here on account of damages by that so-called Government.

And now, in conclusion, I submit—

1. That the words "jurisdiction of the United States" are broader than the word "territory."

2. That the convention excludes the damages committed by rebel authorities, but it admits all claims for injuries to persons and property when said acts have been committed by civil or military authorities of the United States.

3. The claimant must not have given aid or comfort to the enemies of the United States.

4. No losses for slaves were to be entertained before this Commission. In exchange for these limitations others were inserted in regard to claims against France; no need to state them again. I trust that I have said enough on this point.

Now, let me add one more remark. In the course of the argument in the case of P. S. Wiltz, administrator, I remarked that technicalities kill law. To-day this remark would be equally true. Is it meant to construe the treaty so as to exclude the greater majority of the claims? If so, I say again that technicalities kill the law.

When speaking of the question of the rights of the administrators, I said that if the views of the counsel for the United States were to prevail the high contracting parties would be led to review the action of the Commission. To-day I again warn the counsel for the United States. If his ideas were adopted, if his principles about what he terms territorial jurisdiction were to be sanctioned by the Commission, it would be incumbent alone on the high contracting parties to consider jointly the matter.

CHARLES ADOLPHE DE CHAMBRUN,
Counsel for the French Republic.

WASHINGTON, *March* 23, 1882.

FRENCH AND AMERICAN CLAIMS COMMISSION.

ANNA VIDAL AND TWO OTHERS, CLAIMANTS,
v.
THE UNITED STATES. } Nos. 24, 38, 39.

JOSEPH CHOUREAU
v.
THE UNITED STATES. }

ARGUMENT OF COUNSEL FOR THE FRENCH REPUBLIC.

MR. PRESIDENT AND GENTLEMEN OF THE COMMISSION:

I believe that the order just rendered by the Commission, in which it is held that no general and abstract discussion will be allowed, does not affect the motion which I have prepared, since the motion refers to certain individual cases, and is made in the claims of Anna Vidal *v.* The United States, No. 24; Pierre Petrequin *v.* The United States, No. 38, and Baptiste Lauga *v.* The United States, No. 39; therefore I will proceed to read it—

"The counsel of the French Republic moves this honorable Commission to adopt the following order:

"Whereas the counsel of the United States has submitted to this honorable Com-

mission, on behalf of the United States, a certain construction of the words 't tory' and 'territorial jurisdiction,' used in Article I of the convention of Jan 15, 1880, between France and the United States;

"And whereas the counsel for the French Republic has opposed said intended struction as contrary to the true intent and meaning of the convention of Jan 15, 1880, and on the grounds that it limits the jurisdiction granted to this Com sion; and also on the further ground that the word 'territorial jurisdiction of United States' are construed as conflicting with the word 'territoire' used in French text of the convention;

"It is ordered, that the whole question thus raised by the counsel for the Uni States be referred to the high contracting parties for the determination of the is thus presented; and that until their decision has been received by this Commiss no case in which the construction of the words thus used in the treaty is neces to its determination shall be considered and adjudicated by this Commission.

"CHARLES ADOLPHE DE CHAMBRUN,
"*Counsel for the French Republi*
"A. PORTER MORSE, *Assistant Counsel.*

"WASHINGTON, *March* 24, 1882."

This motion is made in three of the cases, to which the argument on behalf of United States was partly meant to apply. It is true that Governor Boutwell's a ment, as it shows upon its face, was intended to lay down certain general pro tions, intended to rule out eventually many cases pending before this Commiss but it referred specifically to Claims No. 24, 38, 39, and 100 against the United Sta known as the "garden cases."

The argument was divided into two parts, the former relating to the principl liability resulting from acts of pillage, and the latter relating, so far as it applie cases at bar, to the question of territorial jurisdiction.

Mr. BOUTWELL. If you will allow me, I will show what I had in mind. The q tion of pillage was raised, of course, and it was a case of pillage according to theory within the recognized territorial jurisdiction of the United States; but n in order to show what the territorial jurisdiction of the United States was I was under the necessity of showing what it was not, and therefore my argument of clusion was just as pertinent as my argument of inclusion; and under the ni head I proceeded to lay down arguments bearing upon those cases which were w in the territorial jurisdiction of the United States, and the cases were admitte be cases of taking within the territorial jurisdiction of the United States. I the best I could. With more ingenuity I might have done better, but under the cumstances I could not show what was the territorial jurisdiction of the Uni States, upon our theory, without showing what was not.

I attempted to apply the doctrines which are contained in my ninth heading, wl I consider as applicable to taking within the territorial jurisdiction of the Un States, and therefore the part of my argument which was not absolutely neces was the first heading in regard to property taken necessary to the enemy in tim war. That does not bear much on those cases or any cases.

The argument upon territorial jurisdiction was entirely within the necessary f of debate upon the three cases before you. If I was to state the liability of the G ernment of the United States for taking property within the territorial jurisdic of the United States, I was also under the necessity, logically, to state the theor the counsel of the United States in regard to other territory which we claimed not within the jurisdiction of the United States.

Mr. de CHAMBRUN. In other words, you consider that the part of your argum relating to territorial jurisdiction applies to the "garden cases."

Mr BOUTWELL. I do; there is no doubt of it; both the exclusion and the inclusi

Mr. de CHAMBRUN. Since that part of the argument of the counsel for the Uni States applies to the "garden cases," my motion will also apply to them, and entirely free from the objection of being of a general character.

At the same time, in order to bring the whole subject before this Commissio have prepared this second motion, of the presentation of which I have not yet giv notice to the counsel for the United States.

It is as follows:

"JOSEPH CHOUREAU
"*v.* } No 43.
"THE UNITED STATES.

"And now comes the counsel for the French Republic, who moves this honorab Commission to reconsider its decision in the above entitled case for the followi reasons, that is to say:

"That the ground on which it was rendered is that the Commission was 'not pr

pared to hold that at the time of the burning of the cotton the place was within the territorial jurisdiction of the United States,' and that the question thus raised rests on the construction of part of Article I of the convention.

"2. That the words 'territorial jurisdiction of the United States,' are construed in such a way as to conflict with the meaning of the word 'territoire' used in the French text of the convention.

"3. That no decision can be rendered in this individual case until the high contracting parties shall have determined the meaning of the words 'territorial jurisdiction' and 'territoire,' as used in the English and French text of the convention of January 15, 1880.

"CHARLES ADOLPHE DE CHAMBRUN."

I do not propose to speak on these motions. I will confine myself to the reading of the following statement:

"The undersigned, counsel for the French Republic, respectfully submits to this honorable Commission the following points in support of his motion:

"1. The decision rendered in the case of Joseph Choureau, No. 43, tends to establish a certain jurisprudence in regard to the meaning of the words 'territorial jurisdiction of the United States,' as used in Article I of the treaty, which conflicts with the sense in which said words are used in public law.

"2. It also conflicts with the French text of the convention of January 15, 1880, which contains the words 'territoire des États Unis.'

"3. The arguments of the counsel for the United States in the cases of Anna Vidal *v.* The United States, No. 24, of Pierre Petrequin *v.* The United States, No. 38, and of Baptiste Lauga *v.* The United States, No. 39, are founded in part on the above quoted decision and they contain general propositions which are intended to be drawn by way of deduction from the said decision, to wit, that the Government of the United States is not liable for a loss of property, if the property at the time the loss occurred was not within the territorial jurisdiction of the United States.

"4. That if this decision shall prevail, the claims which it was intended by the high contracting parties should be disposed of through the instrumentality of this Commission, would remain in abeyance and a large majority of said claims would be thrown out.

"5. That the practical result of the adoption of the proposition presented by the counsel of the United States would actually reverse the views of the high contracting parties as laid down in the convention of January 15, 1880.

"6. That this honorable Commission has allowed the counsel for the United States to submit his views as far as applicable to certain cases now submitted to this Commission.

"7. That arguments have been also submitted by counsel for the French Republic.

"For these several reasons, and also for additional reasons to be stated hereafter, if required, the undersigned most respectfully requests this honorable Commission to grant his motion.

"CHARLES ADOLPHE DE CHAMBRUN,
"Counsel for the French Republic."

Here I rest.

Mr. Boutwell delivered an argument.

Mr. de CHAMBRUN. I will only say a very few words in answer to what has been stated by the counsel on the other side, for the reason that the point at issue had not been even touched upon. The only question pending is this: In the English text the words "territorial jurisdiction of the United States" are found, and in the French text the word "territoire" is used. On the construction of the words "territorial jurisdiction of the United States" the counsel for the United States has built one of his many systems of defense. The fate of about five-sevenths of the whole number of cases to come before this Commission seems at present to depend upon it. At the last meeting the Commission for the United States argued that the words "territorial jurisdiction" are meant to cover merely the territory actually possessed and held by the United States at the time the damage occurred, and to-day he argues that the word "territoire" has the same meaning.

Now, I say to the counsel of the United States that if he declares positively that the words "territorial jurisdiction of the United States" mean the same thing as "territoire," let him withdraw his general propositions, also his argument, and we will withdraw our motions. But I hear that my friend declines to do it.

Since he has decided to persist in his former views, I will state again the general proposition which I submitted at one of the last sessions of this Commission, to wit: That the words "territorial jurisdiction" have a broader sense than the word "territory." Let me illustrate this: When we speak of French jusisdiction in Chinese waters, of course we do not mean that these words extend to the territory of China; we apply it only to a kind of territorial jurisdiction over some parts of China.

Who will contend that the word "territoire" applies? Is China a part of the "ter-

ritory" of the United States? While in some respects some parts of that territory l virtue of treaty stipulations are under the "territorial jurisdiction" of the Unit States, the exact meaning of the words "territorial jurisdiction" and "territory" so plain that I can hardly conceive how this question of construction has been raised my friend.

I confess also that I cannot possibly conceive how the Commission has been led construe the convention of January 15, 1880, as it did in the case of Joseph Choure v. The United States.

Where injury is done to the person or property of a citizen of France by the ci or military authorities of the United States, this Commission, after ascertaini whether satisfactory evidence has been furnished on behalf of claimant, is bound make an award. The fact that the injury was committed by on officer or agent of tl United States controls and determines the liability.

But since the Commission has departed from the simple rule of construction, a in the face of texts which appear to be so easy to reconcile leans to views which won defeat the purposes of the high contracting parties, and in fact exclude the very clai which the two Governments wished to adjust by way of a friendly arbitration, it b comes necessary to refer to the two Governments the question so unfortunately raise

Indeed, if we are forced to choose between an interpretation that would amount fact to a denial of justice and a reference of the matter—in other words, if we are co pelled to select between two evils—let us act as prudent men and select the less I do not claim that my motion offers to this Commission a satisfactory adjustment the difficulty; I do claim that it is the only possible method to prevent a deni of justice. It seems, however, the only measure at command to extricate the Co mission from the existing embarrassment into which the submission and entertai ment of the propositions insisted upon by counsel for the United States has involv the Commission.

And now I come to suggest how, in my judgment, this reference can be made:

After this Commission had organized, it gave notice of the fact to the respecti Governments through their respective agents. This precedent was established a cording to the views of the two Governments; therefore any decisions of a like cha acter rendered by this Commission should be communicated to the high contracti parties through the same channel.

Such is the plan which I respectfully submit to the honorable commissioners.

Once more, this plan in my judgment is very unsatisfactory, but since my friend d clines to withdraw from his position, I think that it opens the only way to preve denial of justice.

CHARLES ADOLPHE DE CHAMBRUN,
Counsel for the French Republic.

WASHINGTON, *March* 29, 1882.

No. 48.

Mr. Aldis to Mr. Frelinghuysen.

WASHINGTON, *February* 3, 1883.

SIR: Yesterday the commissioners of the French and America Claims Commission held a meeting and examined the whole busines before the Commission.

We are unanimous in the opinion, and the counsel concur, that t term of the Commission should be extended to the 1st day of Marc A. D. 1884.

As the United States Senate adjourns on the 4th of March a does not meet again till December, it is necessary that the conventi for extending the time should be sent to the Senate as soon as the 10 February instant; otherwise the pressure of business at the close of t session may prevent the convention's being considered and ratified.

The first article of the convention should extend the term for eig months, viz, to the 1st day of March, 1884.

The second article should provide that no evidence or testimany shoul be presented to or received by the Commission after July 1, 1883. Thi *is important*. If no evidence is received after that date, then the whol

eight months can be appropriated to printing the evidence, to making and printing the briefs, and to the investigation of the evidence, and the decision of the cases by the commissioners. The eight months will be sufficient to dispose of all the claims, and to completely fulfill the objects of the Commission.

Of the 745 claims before the Commission, 203 have been disposed of, leaving 542 yet to be disposed of. Of these 542 there are 94 which may be disposed of without briefs or argument, leaving 448 to be decided upon hearings. Evidence is still being taken by the claimants and by both Governments and must continue to be taken till April next and, in some cases, probably longer. One can not tell how much longer. You will see that it is impossible to finish the work by the 1st of July, even if no oral arguments are had; and the parties have the right by the terms of the original convention, to be heard orally in every case. There may be, and probably will be, some oral arguments, but we do not expect very many. An extension of the term for eight months is plainly necessary. If there should be no extension, probably nearly 300 cases of the French claimants against the United States and about one-half of the American claims against France will fail for want of time.

If the two Governments would at once authorize Mr. Roustan and Mr Frelinghuysen, as their respective plenipotentiaries to make a convention for the purposes above indicated, the President would be able to send a message with the convention to the Senate in a few days, and so probably secure its ratification.

I am, &c.,

A. O. ALDIS.

No. 49.

Mr. Aldis to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, April 16, 1883.

SIR: At the request of my colleagues, and in accord with them, I have the honor to transmit to you a statement of the commissioners of the French and American Claims Commission as to the charges of the French counsel in regard to the dispatch of the business of the Commission; to which I respectfully invite your consideration.

I inclose also the statement of the French counsel.

I have, &c.,

A. O. ALDIS.

STATEMENT OF THE COMMISSIONERS OF THE FRENCH AND AMERICAN CLAIMS COMMISSION AS TO THE CHARGES OF THE FRENCH COUNSEL IN REGARD TO THE DISPATCH OF THE BUSINESS OF THE COMMISSION.

At the meeting of the 15th of March the president of the Commission made the following statement:

"Since the 22d of January last only fourteen cases have been submitted to the Commission for its judgment. At this time there are no briefs awaiting our consideration. In view of this fact my colleagues, as well as myself, wish to urge it upon counsel to present more briefs, and that as soon as possible; and that this may be properly enforced the secretaries are requested to enter this statement upon the record."

The counsel and assistant counsel of the French Republic on the 20th of Marc sented a paper suggesting "some of the causes which have largely contribu they have not produced, the results of which the commissioners complain."

Under this pretense the French counsel and assistant counsel have made an upon the conduct of the Commission, alleging:

I. The commissioners by delaying the decisions in—

(a) The Chourreau case, "so-called territorial jurisdiction;"

(b) The de Laureal and Bleze Mott cases, as to the "ownership of slaves ques

(c) The Henri Dubos case, "arrest and imprisonment question;"

have prevented claimants from preparing their cases.

II. That the commissioners have multiplied orders, "inconsistent and incohe "utterly impossible to be understood or carried out," "creating confusion an barrassing instead of facilitating the dispatch of business," and "setting aside of the most vital rules of the Commission." They refer to the orders of May November 20.

III. That the decisions of the Commission are inconsistent, and to illustrat they cite five cases.

This paper was read by the counsel in public meeting, with the request that entered on the records, and this to the surprise of the commissioners, and bef tone, language, and substance were fully appreciated. We declined to have i entered upon the records, and took it under consideration.

That it is disrespectful and an unprovoked attack upon the general conduct Commission is obvious. It is improper and discourteous both in the manner of troduction and in its language and substance. In any ordinary court of justic misconduct of counsel would be promptly punished. We may exclude it fro records, for it is obvious that our *proces verbal* is not to be the receptacle and rec such accusations. But it has been published in French and English, and is no intended for the ears of the French minister of foreign affairs and the American tary of State.

International commissions must rely for security for orderly and respectfu ceedings before them upon the sense of professional duty and propriety, and the courtesy of counsel appointed by the Governments. If, instead of these, di teous language and groundless complaints appear, and unfounded charges, def the conduct, the orders, and the decisions of the Commission, are made in a meeting, and sought to be put upon our records, it seems to be the duty of the co sioners to report such misconduct of counsel to the Government that appointed

We regret that this necessity has arisen. Our duty to preserve good order a spectful proceedings in the meetings of the Commission, and to protect our co from unjust aspersions, as well as our respect for the French Republic (than wh nation is more observant of all the proprieties and courtesies in the conduct of tribunals), whose counsel has attacked the Commission, make this duty necess

If we take no notice of these charges the authorities of France might think true, and that therefore we do not answer them.

One member of this Commission is the commissioner on behalf of the Fren public. Shall he be thus assailed by the counsel of his own Government and r silent, and thus be subject to the imputation that these accusations are true?

For this occasion and under these circumstances we decide to notice the accus of the French counsel; and as this statement will be entered upon our record transmitted to the Minister of Foreign Affairs of France and to the Secretary of of the United States, we allow the paper of the French counsel to go with it, be entered upon our records.

We take up these charges in the order in which they were presented.

I.

THE CASE OF CHOURREAU, AS TO TERRITORIAL JURISDICTION.

This case was submitted on the 28th of January, 1882, not on the 10th of Ja as incorrectly stated by the French counsel.

It was decided on February 28, just one month after.

The United States counsel contended that the property was destroyed on the t of war, in a place alternately overrun by the troops of both armies, and so w in the territorial jurisdiction of the United States. The claimant contended t was within the territorial jurisdiction of the United States. Both counsel in briefs used the phrase "territorial jurisdiction," as used in the English text convention, and no reference to the French text and no intimation of any diff in the texts were made.

The majority of this Commission thought the act was not committed with territorial jurisdiction of the United States. From the 28th day of February 29th day of March nothing more was done with the case, but on the 29th of

the counsel for France moved the Commission to reconsider its decision, stating that the words "territorial jurisdiction" were used in the English text, but that the word "*territoire*" was in the French text; that a conflicting construction was given to these differents texts of the treaty, and that the meaning of the two Governments in using these different words in the two texts of the treaty should be left to the Governments to settle.

M. de Geofroy, the French Commissioner, on the 1st of April, expressed his conviction that the French text rendered exactly the intention of the two Governments, and that the difference was caused by an error in transcribing the English text.

Immediately, on the 1st of April, the Commission referred the question to the two Governments to determine what they meant by using these different words, and announced that the Commission would not decide any cases depending on the question till the decision of the Governments was received.

Notwithstanding this announcement, the French counsel, on the 13th of April, declined to submit any business whatever, though not affected by this question, stating that claimants representing the majority of claims declined to proceed with the submission of their cases, even though they may not fall within the scope of the so-called limitation of the expression "territorial jurisdiction," and moved the Commission to adjourn to the —— day of May to await the decision of the two Governments. So unreasonable a delay, so wholly unjustifiable, could not be tolerated. We denied the motion, and between the 13th of April and 13th of May (when the decision was received) held seven public meetings and transacted a large amount of business.

It will be seen that the Commission was prompt in deciding the case in the first instance; that when the difference in the two texts of the treaty appeared we immediately referred it to the two Governments; that we did all we could to go on with business; and that the French counsel, assuming to act for a majority of claimants, did his best to delay all business and prevent any from being done for a whole month.

II.

THE OWNERSHIP OF SLAVES QUESTION.

By the law of France a French citizen who owns slaves anywhere forfeits his French citizenship. But to this general law there are some exceptions. If the owner of slaves had owned them before the 29th of April, 1848, or owned them by succession, inheritance, by gifts testamentary, or *inter vivos*, or by marriage agreements, such ownership did not work a forfeitnre of citizenship.

As this law created a penalty, we required the United States to prove strictly that the claimant did not come within the exceptions; and in this way a few cases in which the United States claimed a loss of citizenship by slaveholding were allowed, because there was nothing to show but that the claimant held the slaves under the exceptions and lawfully.

The charge which the French counsel make is that owing to our delay in deciding the question presented in the Bléze Mote case "from the 14th of February, 1882, to the 3d of January, 1883, a majority of the claimants were left in absolute ignorance and doubt whether the Commission would take jurisdiction of their cases. Meanwhile the counsel of the French Republic was urging a decision."

Let us turn to the record to show that this statement is wholly incorrect.

On February 16, 1882, the counsel for the United States demurred to the memorial in the cases of Bléze Mote and de Laureal, on the ground that the claimant admitted that he "was a slave owner before and during the late war." But this admission of claimant was not in the memorial, but appeared in his testimony. It is needless to say that a demurrer can only apply to facts stated in the memorial or otherwise ascertained. There was no stipulation of counsel that this slaveholding of Bléze Mote was, or was not, unlawful, though the United States counsel assumed it was admitted to be unlawful.

In support of his demurrer, the United States counsel filed a brief on February 16, 1882, claiming that the slaveholding was unlawful; that this could be proved by any proper parol evidence; that this Commission on such evidence could find the fact, and that the judgment of a French court declaring the forfeiture was not necessary. On the 8th of May he set the case for hearing on the demurrer.

The French counsel did not join in demurrer, but on the 12th of May moved "to set aside the demurrer for the following reasons: 1. That the demurrers do not set forth any ground of defense. 2. That they are frivolous. 3. That they are speaking demurrers. 4. That they are feigned demurrers. 5. That they are pleas to the jurisdiction under the form of demurrers."

It is needless to say that upon such a motion—attempting to turn the question upon trifling technicalities—the main question could not be decided.

Nothing could have been devised more completely to obstruct the decision of the

main questions and divert the discussion to petty and frivolous technicalities than this motion of the assistant French counsel.

The assistant French counsel, though now asserting that "meanwhile" (that is, from February 14, 1882, to January 3, 1883), he "was urging a decision," admitted in court that he had never given any attention to the examination of the papers in the cases before the 8th of May—that is, had wholly neglected them for eighty-three days—and Mr. Boutwell complained that no notice was taken of the demurrer or brief for seventy-five days, "counsel having neglected to observe the rules of the Commission," and that the assistant French counsel "had no right to be heard on his motion."

Upon this dispute between counsel, they agreed to postpone the discussion.

On the 22d of May the assistant French counsel filed another statement in support of his motion to set aside the demurrer, and "formally declined to enter further into the argument on the merits of the grounds of the demurrer." He thus insisted upon discussing his motion to set aside, and would not argue the main question. The United States counsel, by his brief of May 22, ignored the motion to set aside, and argued the main question. Thus both insisted on different questions; and as the pleadings stood the main question, as to the effect of slaveholding upon French citizenship and what proof of it was necessary, could not be reached and decided at all. As the main question could not be decided, we left the case to await a hearing on the merits.

Thus the matters stood till October 19, 1882. Then the French counsel filed a "declaration" in support of the motion to set aside.

The United States counsel filed an answer on November 20.

On the 25th of November, 1883, the French counsel filed a final brief, by special counsel, of seventeen pages, in which the main questions were very ably argued, and the case was then submitted to us.

Were we chargeable with delay in deciding the question when it was not finally submitted to us till November 25, 1882, and could not till then be taken for investigation and consultation, and when the whole period from February 16 to November 25 (nine months and eleven days) was wasted by the assistant French counsel in inattention to the cases, or in frivolous disputes about technicalities?

But on the 5th of December—ten days after the Bléze Mote and de Laureal cases were submitted—another case, that of Nougué, was submitted for final hearing on its merits, and in which the questions as to the forfeiture of French citizenship by slaveholding against French law, and whether the judgment of a French court is the only admissible proof, were fairly presented. This was really the first case in which these questions had properly come up.

The Commission decided upon the 3d of January that the claim should be allowed; that the only proper proof of forfeiture of citizenship was the judgment of a French tribunal.

And thus, in less than a month after the direct question was properly presented to us, it was decided.

The record proves that the statement that nearly a year's delay was caused by the neglect of the Commission to decide the point is wholly erroneous.

III.

IN REGARD TO THE CASE OF HENRI DUBOS.

1. Claims for unlawful arrest and imprisonment vary so greatly as to the facts upon which compensation is demanded, that one is scarcely ever a precedent or test for another. Probably there is not another case pending before us like Dubos'.

The acts for which the parties were arrested, the authority and mode of arrest, the mode of trial, the extent of imprisonment, the injuries suffered, and the claims for damages are so different in different cases that the preparation of each case must be by itself, and cannot depend on another.

2. The case of Dubos was submitted June 17, 1882. Two briefs, amounting twenty-five pages on each side, were presented, and on the 17th of June counsel on both sides argued the case orally at great length. The Commission adjourned on June 30 till October.

The record shows how diligently the Commissioners were occupied prior to the adjournment, and that there was no time for consultation or examination of that case.

On October 21 all the Commissioners were again in session, and about the 1st of November began the examination of this case.

In examining the Dubos case, the questions of the authority of General Butler to declare martial law, the extent and exercise of his powers under it, its application to foreigners, the legal limitations upon its arbitrary exercise, and the measure of damages were to be considered. These were new and very important questions. They were strictly questions of law, and slightly affecting the preparation of other

cases. The time we took to examine this case was no more than was necessary, especially as the Commissioners disagreed.

3. The French counsel complain that our award "will not probably compensate for the time, labor, and expense incurred in prosecuting the case." Why is this suggestion made? Is it the duty of the French counsel to look after the pecuniary interests of the claim agents, and to advise the Commissioners that instead of deciding "according to public law, equity, and justice," they should shape their awards so as to secure the claim agents against pecuniary loss?

The Commissioners who allowed the claim carefully considered all the briefs, arguments, and precedents presented by the French counsel, and made such an award as they thought right, and they declined to review it on this complaint.

IV.

The 19th rule of this Commission, as originally adopted, provided: "When the time has expired for taking proofs, or the case has been closed on both sides, the proofs will be printed. The argument for the claimant shall be filed within 15 days after the papers shall have been printed; the argument for the defendant 15 days thereafter; the reply thereto in 10 days, and the case shall stand for hearing 10 days thereafter."

The rule contemplated that all the evidence on both sides might be taken before the time for taking proofs had expired; and in such case the printing of the evidence and the making of the briefs should proceed at once. But in all cases when the time for taking evidence expired, then the printing of the evidence and the making of briefs should immediately follow as by the rule.

Of course, no briefs could be expected till the taking of evidence on both sides was closed, or till the time therefor had expired.

Under this rule we acted till November 20, 1882, nearly two years.

As the special counsel for claimants cannot appear before us or present their briefs, but are required, as in all international commissions, to present their briefs to the counsel of the Government of which they are citizens, who, if he approves them, presents them to us; and as the counsel for France must present the briefs, it was his duty under the rules to consult with the private counsel to select the cases closed on both sides, and in the first instance and within the 15 days to present the briefs of claimants. As the private counsel are numerous, the claims being scattered among a great many lawyers, the French counsel have many to help in making these briefs, and there is no reason or excuse for not presenting the briefs in all cases within the 15 days.

The United States counsel can do nothing until the claimants' opening briefs are filed; then he must reply in 15 days.

THE FREQUENT EFFORTS OF THE COMMISSIONERS TO SPEED THE DESPATCH OF BUSINESS.

1. To ascertain the condition of the docket we ordered a call of it on the 1st day of February, 1882, and required counsel to state the condition of the pending cases, and how far they are prepared and ready for submission, and how much further time will be required to take the testimony in each case and to close the cases and submit them.

The call of the docket was completed on February 6. We hoped this would have the effect of speeding claimants in presenting briefs and in the taking of their evidence.

From the tabular statement then made it appeared that 40 cases were practically closed on both sides. The French counsel moved on February 10 that they be submitted within 40 days, but as that was precisely what Rule 19 required, such special order was needless, and the cases were left to stand upon the general rule.

His duty under Rule 19 was to present his briefs in these forty cases within fifteen days. It would then be the duty of the United States counsel to file his brief within fifteen days, and the closing brief of claimant should then be filed in ten days.

Between the 9th of February and the 23d of March, 1882, ten cases only were submitted. Between the 23d of March and the 27th of April, more than a month, not a single case was submitted, although the remaining thirty cases ought to have been submitted by the 22d of March. It appears from the register that in twenty of these thirty cases no opening briefs had been filed by the French counsel up to the 6th of May, 1882, although they ought to have been filed by the 21st of March. In this state of things we felt it our duty to again call the attention of counsel to the subject of submitting cases and presenting briefs. But no allusions in our orders or requests to any neglect of counsel on either side have ever been made.

THE REQUEST OF APRIL 29, 1882.

2. On the 29th of April, 1882, we again called the attention of counsel to this subject in these words:

"There is another subject to which the commissioners call the attention of counsel.

"The term of the Commission expires on the 22d of December, or at the latest, on the 22d of next March. If the whole intervening time is constantly devoted to the examination of cases it will be necessary to decide more than two cases each day in order to finish the whole work of the Commission. It is apparent, therefore, that cases ought to be got ready at once for the examination of the Commission, so that they may from this time have cases in their hands to be examined and decided. The secretary reports to us that there are now twenty-five cases in which the testimony is closed on both sides. If briefs could be prepared at once in these cases, instead of taking the forty days given by the existing rules, so as to enable us to begin now the examination of cases, it would greatly promote the despatch of business."

This was a request, not an order. It was made in the desire to promote the despatch of business, and it was hoped that it would be met in the same spirit.

The counsel for the United States had moved on the 26th of April for an order requiring claimants to close taking testimony in all cases by June 1. The claimants had already had from one year in many cases to over four months in all cases over and above the three months granted them by the general rules, in which to take their testimony. Notwithstanding this the French counsel and the special counsel for claimants requested and urged that the time for them to take testimony be extended at least to June 30, and stated various reasons therefor.

THE CALL AND ORDER OF MAY 6.

3. Upon the 6th of May we complied with their requests, and ordered that the claimants have till June 30, instead of June 1, to take their testimony, and the United States till November 10, and that after November 10 claimants, if wishing to take rebutting testimony, must apply immediately, so that all testimony could be closed by December 10.

The Commission then added these words to the order:

"It is obvious that this distribution of time leaves but a very short period for the commissioners to examine all the evidence in all the cases, and to properly decide them and complete the work of the Commission, especially if the large mass of cases be left to accumulate and to remain undisposed of till December.

"To avoid such accumulation we call the attention of counsel to the present condition of the business, with the hope that they will immediately present their briefs in all those cases in which the testimony is closed on both sides. There are about thirty such cases, and we shall direct them to be called this morning in order to ascertain whether they may not be got ready for hearing and decision in a few days.

"There are about one hundred and fifty-three cases in which the claimants have closed the taking of their testimony. In these cases the United States counsel can now proceed to take testimony. In many we hope testimony has already been taken. If these cases could be closed by the 1st of July, and then submitted to us for decision, it would prevent the accumulation of business towards the end of the term of the Commission, and greatly promote the despatch of business."

The 30 cases were then called; the record shows there were 36.

This was the third time we had been obliged to call for briefs not filed according to the rules.

This order of May 6 did not alter any of our existing rules. It only extended the time for the claimants to take their testimony; an extension granted to them as a favor and at their urgent request. It did not alter the rule as to submitting cases and making briefs. It only sought to ascertain whether cases "closed on both sides," and which had been so closed since February 10, "might not be got ready for hearing and decision in a few days." But no order to that effect was made; nor was allusion made to any one's being in default, although the French counsel or claimants' counsel should have filed briefs in fifteen days from February 10, and were then (May 6) delinquent in about twenty-five cases for over two months.

It is of this order that the counsel for France say: "That the orders of May 6 and November 20, in setting aside some of the most vital rules adopted by this Commission have created confusion, and, instead of tending to facilitate the despatch of business, have greatly embarrassed it."

Instead of this statement being true, it will be seen that the order of May 6 did not set aside any rules. It extended the time for taking testimony beyond the times fixed by the rules, and this extension was granted at the urgent request of the French counsel and claimants, and in behalf of their interests. If such an extension had not been granted to claimants, who, up to that time had neglected or been un-

able to take their testimony, a large number of the claimants would have been cut off from proving their claims, and could not have obtained any allowance. The order of May 6 was necessary, clear, and useful for the despatch of business, and especially indulgent to the claimants. It put the taking of testimony by both sides on a fair and just basis. It is appended, and we refer to it.

CASES SUBMITTED AND BRIEFS FILED BETWEEN MAY 6 AND JUNE 30.

4. Thirty-six cases closed on both sides were called in the public meeting of May 6, 1882.

In 8 of these cases briefs had been filed prior to May 6, leaving twenty-eight in which briefs were to be filed, and in which, by the rules, the claimants' opening briefs should have been filed by May 21. Between May 6 and June 30 only nine cases were submitted.

In ten of the twenty-eight cases the French counsel had filed opening briefs before June 30, leaving eighteen in which he had not filed an opening brief. Indeed, in sixteen of these cases no opening briefs have been filed up to March 20, 1883.

On the 30th of June, the last meeting before the adjournment for the summer, the French assistant counsel moved for forty days additional time to take rebutting testimony in thirty-six cases, and for from thirty to sixty days to take testimony-in-chief in 100 other cases. As rebutting testimony cannot properly be taken (see Rule 14) until "after the proofs on the part of the defense" (the United States) "shall have been closed, when, if the claimants desire to take rebutting proof, the Commission will accord a reasonable time therefor," the Commission granted thirty days to take the rebutting proof, and in the other 100 cases extended the time of claimants to thirty days more. At the expiration of thirty days (July 30) the testimony on both sides would be closed in these thirty-six cases, and then, under the rules, by the 10th of September, 1882, these thirty-six additional cases should have been briefed and submitted, making, with the previous twenty-seven cases, in all sixty-three. Indeed, it was reasonable to expect that from the 153 cases referred to in the order of May 6, a large number would be briefed and submitted for decision by the time we met again, on the 3d of October.

The Commission met again on the 3d of October. Between the 30th of June and the 3d of October only four cases had been submitted. On the 3d of October two more cases were submitted—six instead of sixty-three.

On account of illness Mr. de Geofroy was not able to attend the meetings of the Commission till the 21st of October.

NOTICE OF OCTOBER 21, 1882.

5. At the meeting of the 21st of October the Commission made the following statement:

"The Commissioners have had under consideration the matter of the extension of time to take testimony. Heretofore the Commission has been liberal in affording both sides opportunities to complete their testimony; but the limitation put upon the continuance of this tribunal compels us to be hereafter very rigid in passing upon applications for further time to take testimony, and the counsel for the Governments, and all other parties interested, must take notice that hereafter no further extension of time will be allowed, except upon urgent reasons given, properly supported by official statements or affidavits."

Motions on behalf of the claimants for the extension of time to take testimony continued to be made by the French counsel; and at the meeting of November 11 the subject was fully discussed by the counsel of both Governments.

On the 13th of November Mr. Boutwell, the counsel for the United States, presented a statement showing the condition of the business of the Commission on November 12, and the form of an order which he wished the Commission to adopt in regard to filing briefs and granting extensions of time to take testimony. The counsel for France replied to the statement, and presented his form for an order on the subject.

It was obvious that some general order must be made limiting the time for taking testimony on both sides, or the business of the Commission could not be finished in the time prescribed by the convention.

It further appeared that between the 3d of October and the 20th of November, a period of forty-eight days, only twelve cases had been briefed and submitted. At that rate, instead of closing the business by the 1st of July, 1883, the time prescribed by the convention, it would take between five and six years to finish the business.

It was plain that the existing rules were wholly insufficient; and the practice under them led to endless delays, and would defeat the objects for which the Commission was established. More stringent rules, not merely requesting more briefs, but requiring them at stated periods, were necessary.

THE ORDER OF NOVEMBER 20, 1882.

6. For these reasons the order of November 20 was adopted, which is appended to this report, but need not here be set forth in full. The following orders which refer to the making and submitting of briefs were then made:

"Opinion and order relative to the business of the Commission.

"When the order of May 6 was made it was expected that the term of this Commission would expire on the 22d day of March, 1883. The order then made contemplated that the taking of testimony should cease in December, 1882, so that the commissioners should have three months after all the testimony was taken to examin- and decide the cases.

"Since then the term has been extended to July 1, 1883—three months and eight days.

"This extension enables us to extend the time of the claimants and of the two Governments for taking testimony for three months and eight days.

"The question now is, How shall we proceed to distribute this time among the parties so as best to promote the dispatch of business and to enable the parties to present all their testimony?

"I. We cannot assume that the Governments will again extend the time beyond July 1.

"We must make our order on that basis, that the Commission will not extend beyond July 1.

"II. There will probably be about 500 cases to be examined and decided by the commissioners between this date and the first of next July; that is, about three cases for every working day, or eighteen cases per week.

"To complete the work of the Commission it is absolutely necessary that the busines shall be so arranged and the cases so set for taking testimony, and so disposed of by counsel, that a constant supply of cases ready for decision shall henceforth be furnished to the commissioners, and so that they may always have on hand daily three cases for examination and decision.

"III. There are now sixty-seven cases closed on both sides, and in which briefs can at once be made.

"It is ordered that in these cases briefs be prepared, filed, and furnished by the counsel of the French Republic to the counsel of the United States; and that briefs in reply be prepared, filed, and furnished by the counsel of the United States to the counsel of the French Republic, as follows:

"*Briefs by the French counsel:* 8 by November 25; 10 additional by December 2; 10 additional by December 9; 13 additional by December 16; 13 additional by December 23; 13 additional by December 30.

"*Replies by the counsel of the United States:* 8 by December 2; 10 additional by December 9; 10 additional by December 16; 13 additional by December 23; 13 additional by December 30; 13 additional by January 6, 1883.

"The counsel of the French Republic will, upon consultation with special counsel, select the cases in which briefs are to be prepared as above.

"If the counsel of the French Republic shall desire to file briefs in reply to the United States briefs, he must do so within one week from the day on which he receives the United States briefs. At the expiration of the week the cases will be deemed submitted to the commissioners for decision, unless the counsel wish to be heard orally. If either of the counsel wish to be heard orally, he must give notice in writing thereof on or before the third day after the expiration of such last week to the adverse counsel and to the secretary, who will inform the president of the Commission. The commissioners will fix a day for such hearing. At the end of the oral arguments the cases will be considered as submitted.

"After the 30th of December briefs in eighteen cases must be prepared weekly by the French counsel and furnished to the American counsel, and briefs in reply weekly by the American counsel.

"The cases before the Commission cannot be completed and decided by the commissioners by the first of July next unless the weekly average of eighteen cases be supplied to the commissioners for decision after December 30th."

It is of this rule that the French counsel say it "has been productive only of delay and confusion, owing to the utter impossibility of understanding or of carrying it out."

Is this true?

Could not the French counsel and the special counsel for claimants understand that they were required to furnish eight briefs by November 25th, ten by December 2d, ten by December 9th, and so on in such cases as the French counsel might select upon consultation with claimant's counsel, instead of furnishing in all cases briefs in

fifteen days after the cases were closed, as required by the original rule? The impossibility was not in understanding either the old rule or the new one, or in carrying them out. The trouble arose from disregarding them. The new rule requiring a specific number of briefs at stated periods was so clear and exact that it left the counsel no excuse for delay or neglect, and if obeyed would secure the indispensable dispatch of business.

In no other respect was the rule as to the preparation of briefs changed.

As it was the duty of the French counsel to take the initiative, to select the cases for briefing and to make the opening brief, his right and his duty in that respect were left untouched by the new order. Indeed, the order expressly stated: "The counsel of the French Republic will, upon consultation with special counsel, select the cases in which briefs are to be prepared as above." The special counsel could not appear before us except through the French counsel, could not present their briefs to us, but were obliged to present them to the French counsel, who submitted them to us as they saw fit. It was for him therefore to consult with the special counsel, to inform them of what our rules required, and to demand compliance with them. We could make our orders only upon him, not them, and require obedience of him, not them.

In this order there was nothing obscure, nothing difficult to do. If obeyed, the desired dispatch of business was secured.

We waited to see how the order would work. If it furnished us "the constant supply of cases ready for decision," we should be satisfied, and should not probably inquire as to the exact and literal compliance with the rule.

On the 22d of November six cases were furnished, and we hoped we should get enough to keep us constantly employed. In December eighteen cases were furnished. In January they fell off to seven. In February there were only eleven. And in March, up to the 15th, there were only three.

On the 15th of March we were without a single case for examination—the "constant supply" had failed.

In the preceding statement we have shown that these orders were clear, and not to be misunderstood by any one; that they were necessary on account of the neglect in furnishing briefs as required by the rules; that they were well calculated to speed the dispatch of business, and that the delays in submitting briefs have been occasioned, not by any defect in the rules, but by the negligence of the parties who should have furnished them.

WHAT THE FRENCH COUNSEL SHOULD HAVE DONE.

7. But on this point we may add, if there were anything in the orders which seemed obscure and conflicting to the French counsel, why did they not state to the Commission the difficulties they encountered in understanding and applying the orders, or their difficulties in procuring briefs from those bound to comply with the orders? If they had really desired the dispatch of business they should have done so, and the Commissioners would at once have explained or modified the orders, or enforced them by final decree, and thus have relieved them. Instead of this they have quietly acquiesced in and acted under the order of November 20 for four months, and until the 20th of March, and then for the first time, instead of stating their alleged difficulties, that they might be removed, they have without provocation assailed the Commission with groundless charges and erroneous assertions, and present these as excuses for not complying with the rules of the Commission requiring briefs.

V.

OF THE ALLEGED INCONSISTENCY IN OUR DECISIONS IN REGARD TO THE FORFEITURE OF FRENCH CITIZENSHIP "BY AN ESTABLISHMENT IN A FOREIGN COUNTRY WITHOUT INTENT TO RETURN," UNDER SEC. 17, CHAP. II, CODE CIVIL.

1. The Commission hold that mere residence and verbal declarations of an intent not to return are insufficient to work a forfeiture of French nationality. There must be a declaration in writing before a court of record, sworn to by the claimant, of an intent to remain here and become a citizen, like the declaration of intention to become a citizen, which is the first step in naturalization. Mere verbal declarations change from time to time, and are easily proved to be one thing to-day and another thing to-morrow.

2. They hold further that the written declaration of an intent to become a citizen and to remain here, though requisite, is not conclusive proof of the intent to remain "sans esprit de retour," when the evidence shows that the party after making his declaration changed his intention (as he had the right to do), refused to perfect his naturalization, and always after claimed and reserved his right to remain a French citizen.

In Parrenin's case (No. 62) there was no written declaration, but only verbal declarations of an intent to remain and not to return to France, accompanied with the declaration, "I have never intended to become an American citizen; I have always wished to preserve my nationality." Hence we held him to be a French citizen.

In Omer's case (No. 284) he says, "I have never renounced my allegiance to France. Some time before the war I made application for naturalization papers in the circuit court, but the application never was perfected, and I have never taken an oath to any other Government. It is not clear whether he means that he applied for papers declaring his intention to become a citizen and renounce allegiance to France and this was not perfected, or that he made his declaration of intention but did not perfect his naturalization by taking the second step. If the first, his case was like Parrenin's; but if the last, though prima facie sufficient, it was rebutted by proof that he had changed his intention and always claimed publicly to be a French citizen for more than twenty years, and was regarded by his neighbors as a French citizen. Upon the whole evidence we thought that his application for naturalization papers before the war, even if construed to be a declaration of intention (which was doubtful), was fully rebutted by his uniform conduct to the contrary for more than twenty years, and we therefore held him to be a French citizen.

In Huot's case (No. 535) the French counsel charges the Commission with a want of consistency in their decisions, because "the facts affecting the question of jurisdiction were practically similar to those developed in the cases of Parrenin and Omer," and yet we refused to consider him a French citizen. 1. Mr. Huot was asked (record, p. 26), "Have you ever filed a declaration of intention to become a citizen of the United States; and if so, where and when?" Answer: "I have, in Fernandina, Fla., in 1876, before Judge Hillyer, clerk of the circuit court in Nassau County, Florida." On page 61 of the record the declaration is shown, "I, C. H. Huot, do declare on oath that it is my bona fide intention to become a citizen of the United States and to renounce forever all allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatsoever, and particularly to the Republic of France.—C. H. HUOT."

Here, then, is the written declaration which did not exist in Parrenin's case—the indispensable requisite to prove an "establishment without intent to return."

2. But as this only made a prima facie case we must look farther and ascertain whether there may not be evidence to prove that he had changed his intention to remain in this country.

He was asked (p. 26): "Is it your intention to remain in this country?" Answer. "It is my present intention to remain." He went to France in 1863 on a visit and staid about two months. He was asked, "When you visited France, as mentioned in your direct examination, was it with the intention of returning to the United States?" Answer, "It was my intention to return."

There was no evidence to show an intent to return to France or an intent not to become a citizen of the United States, but the contrary was fully shown.

This case, instead of being "similar to that of Parrenin and Omer in the facts affecting the question of jurisdiction," is totally unlike it on that vital point.

In the cases of Coulon (182) and Dubos (26) the alleged inconsistency is very obscurely stated. The allegation is that though Colon was brutally wounded while resisting the capture of his property upon his own premises (as if the military authorities of the United States were making "the capture"), yet we rejected his claim while we allowed the claim of Dubos, who was arrested and imprisoned by General Butler.

In Coulon's case there were two witnesses to the main facts—Madame Coulon, the claimant, and Madame Hemard.

Madame Coulon's testimony, where she differs from Madame Hemard, we thought unreliable. Madame Hemard testified that about forty negro soldiers came into the orange grove; that "they came in pell-mell; one jumped the fence; others came the gate; I did not see any officers; all were colored." They were stealing oranges and breaking the trees. Coulon told them to stop. One of the colored soldiers told him it was none of his business. I told Mr. Coulon he had better go away. The colored soldier told him if he did not go away he would shoot him." He then shot him.

We can allow only "claims arising out of acts committed by the civil or military authorities of the United States." Such are the words of the convention.

The statement of the case is, in the opinion of the Commission, enough to show that the act was not committed by the authorities of the United States, but was the brutal act of a lawless negro soldier. No officer was present at this alleged "capture" of his property, and the "capture" was stealing oranges.

In Dubos's case the act was committed by General Butler, and was approved by Mr. Seward and President Lincoln.

The Governments which have established this Commission, upon considering the facts here stated, will not fail to observe how constant and frequent have been our

› dispatch the business of the Commission, and that the delays in taking tes-
in submitting cases, and presenting briefs have not arisen from anything
omitted by the Commissioners. If we have been in error it is that we have
› indulgent to claimants in granting extensions of time to take their testi-
n error which it ill becomes the counsel of the claimants to complain of.

BARON DE ARINOS,
Brazilian Commissioner.

A. O. ALDIS,
Commissioner on the part of the United States.

ur in the conclusions of my colleagues, although I do not follow them in all
lopments and particulars into which they have entered.
believing that some time might possibly have been saved in studying the
ase ("arrest and imprisonment"), I find the reproach of delay entirely un-
in the "slaves question," in which, it seems to me, the counsel lost them-
the labyrinth of their roundabout proceedings.
my opinion, the charge of delay in the "territorial jurisdiction question" is
unfounded.
ard to the accusation of "inconsistency in the decisions," I might consider
s not directly brought in question; my votes up to this day have always been
ent." However, I cannot help agreeing with my colleagues that the enumer-
ren by the counsel for France in the section 3d of their paper is itself suffi-
incoherent." For instance, one does n t understand what is the affinity they
between Coulon's case and that of Dubos's.
aving aside details I avail myself of the occasion to decline the absolute
on of so-called "consistency" that the counsel would pretend to impose
that is to say, of deciding cases that are in some respects similar as if they
ke in all. The cases submitted to the Commission's judgment are very seldom
; all present particular circumstances which determine the Commissioners'
; so one has no right to reproach them as "incoherent" because they decide
erent manner different cases.
the orders, I have signed them with my colleagues, and I accept entirely my
the responsibility.
qually inadmissible to lay the fault upon these orders so as to justify the pro-
tion in the submission of the claims and to assume that successive orders have
d the rules. The orders have been made because the agent and counsel on
ts were not observing the rules, and to try to bring them back to the rules;
o remedy the inertia, wherever it came from. If they have not been effica-
› fault is with those who have not been willing to regard them.
is absolutely reversing matters to assume to dictate to the Commissioners
ties, to contend by a false interpretation of the fifth article of the treaty that
r province to see after the presentation of the claims; in short, to require the
ioners to perform the duties which have been assigned to the agent and

ity of the agent and counsel is to prepare and present the claims according
ules; the duty of the commissioners is to decide them afterwards in the order
ey believe to be proper. No argument can prevail which seeks to change
inction of duties and to shift responsibilities.
they pretend, the agent and counsel have no power to compel the claimants
r special attorneys, will the commissioners be more able to do so? Can the
ioners step into their place and hunt for the claimants? The agent and
forget that it is only through them that the commissioners can have commu-
with the claimants.
clusion, I join with my colleagues in rejecting the charges preferred against
mission. I find the language used in the paper presented to be disrespectful.
I protest in particular against the loss of precious time occasioned by such
ontroversy.

LOUIS DE GEOFROY,
Commissioner on the part of the French Republic.

ORDER OF NOVEMBER 20, 1882.

the order of May 6 was made it was expected that the term of this Com-
would expire on the 22d day of March, 1883. The order then made contem-
at the taking of testimony should cease in December, 1882, so that the
oners should have three months after all the testimony was taken to examine
le the cases.
then the term has been extended to July 1, 1883—three months and eight

This extension enables us to extend the time of the claimants and of the two Governments for taking testimony for three months and eight days.

The question now is, How shall we proceed to distribute this time among the parties so as best to promote the dispatch of business and to enable the parties to present all their testimony?

I. We cannot assume that the Governments will again extend the time beyond July 1.

We must make our order on that basis, that the Commission will not extend beyond July 1.

II. There will probably be about five hundred cases to be examined and decided by the commissioners between this date and the 1st of next July; that is, about three cases for every working day, or eighteen cases per week.

To complete the work of the Commission it is absolutely necessary that the business shall be so arranged and the cases so set for taking testimony, and so disposed of by counsel, that a constant supply of cases ready for decision shall henceforth be furnished to the commissioners, and so that they may always have on hand, daily, three cases for examination and decision.

III. There are now sixty-seven cases closed on both sides, and in which briefs can at once be made.

It is ordered that in these cases briefs be prepared, filed, and furnished by the counsel of the French Republic to the counsel of the United States; and that briefs in reply be prepared, filed, and furnished by the counsel of the United States to the counsel of the French Republic, as follows:

Briefs by the French counsel: Eight by November 25; 10 additional by December 2; 10 additional by December 9; 13 additional by December 16; 13 additional by December 23; 13 additional by December 30.

Replies by the counsel of the United States: Eight by December 2; 10 additional by December 9; 10 additional by December 26; 13 additional by December 23; 13 additional by December 23; 13 additional by January 6, 1883.

The counsel of the French Republic will, upon consultation with special counsel, select the cases in which briefs are to be prepared as above.

If the counsel of the French Republic shall desire to file briefs in reply to the United States briefs he must do so within one week from the day on which he receives the United States briefs. At the expiration of the week the cases will be deemed submitted to the commissioners for decision unless the counsel wish to be heard orally. If either of the counsel wish to be heard orally he must give notice in writing thereon or before the third day after the expiration of such last week to the adverse counsel and to the secretary, who will inform the president of the Commission. The commissioners will fix a day for such hearing. At the end of the oral arguments the case will be considered as submitted.

After the 30th of December briefs in 18 cases must be prepared weekly by the French counsel and furnished to the American counsel, and briefs in reply weekly the American counsel.

The cases before the Commission cannot be completed and decided by the commissioners by the first of July next unless the weekly average of eighteen cases be supplied to the commissioners for decision after December 30.

IV. Besides the sixty-seven cases closed on both sides, there are one hundred and thirty-one cases closed by claimants. It is ordered that these cases receive the immediate attention of the counsel of the United States, and the testimony be taken and the cases closed as soon as possible on the part of the United States, so that the rebutting testimony of the claimants may be taken and the cases closed on both sides at as early a date as possible. A sufficient number should be closed on both sides by December 30 to furnish at least eighteen cases weekly thereafter for submission to the commissioners. The United States must close their testimony in twenty-five cases by December 10, and in forty more cases by December 24.

As fast as the taking of testimony on the part of the United States is closed in the cases closed by claimants (and which are estimated as above as being one hundred and thirty-one), notice thereof shall be immediately given to the French counsel or agent, and the claimants in such cases shall take their testimony in rebuttal within thirty days from the day such notice is given.

V. It is ordered that in the cases closed by claimants June 30, 1882 (which are estimated at one hundred and eight), the counsel for the United States may have till the 3d day of January for the taking of testimony. On that day the taking of testimony for the United States must close in all of those cases.

In all other cases the counsel for the United States may have to and inclusive of the 3d day of February to take testimony on behalf of the United States. On that day the taking of testimony on behalf of the United States must close.

From this date to the 3d of February the time is appropriated to the taking of testimoney by the United States. And the claimants are not permitted to take testimony, *either in chief* in support of their claims, or in rebuttal; except in rebuttal in the

ıdred and thirty-one cases above mentioned, when notice is given by the States counsel that the taking of testimony is closed on the part of the United mentioned or by stipulation with the United States counsel, or in cases of necessity, by application to the commissioners, and upon special order.
the 3d of February and until the 10th of March the claimants may take testi- ı rebuttal. At that time (March 10) their taking of testimony in rebuttal ›se.
the 5th of February to the 10th of March the counsel for the United States › take testimony on behalf of the United States, except by stipulation with ısel of the French Republic, or, in cases of special necessity, by application to missioners and upon special order.
ı the one hundred and twenty-six cases in which the claimants have taken no ıy, it is ordered—
if the claimants intend and desire to take testimony they must present an ;ion for leave to take testimony, must set forth by affidavit the cause of their ı not taking testimony heretofore, and must show that they have not been ıt therein, and file the same with the Secretary and give notice to adverse nent by the 10th day of December.
dverse Government may have till December 20 to answer the same.
ase of St. Romain against the United States, No. 703, being of this class, is to this order.
Notice of the time and place of taking testimony, &c., instead of eighteen to be six days for any place within 1,500 miles of Washington, and one day ı 250 additional miles.

ARINOS,
GEOFROY,
A. O. ALDIS.

FRENCH AND AMERICAN CLAIMS COMMISSION.

IN THE MATTER OF THE DISPATCH OF BUSINESS.

ollowing extract is taken from the *procès verbal* of the Commission:
› President of the Commission then made the following statement:
ce the 22d of January last only fourteen cases have been submitted to the Com- . for its judgment. At this time there are no briefs awaiting our consideration. ' of this fact my colleagues, as well as myself, wish to urge it upon counsel to more briefs, and that as soon as possible; and that this may be properly en- the secretaries are requested to enter this statement upon the record."
ntes of the Commission, March 15, 1883.)
ıis announcement indicates that the commissioners are perplexed and disap- l at the want of dispatch and progress in the business before the Commission, ; for the French Republic proposes, by way of answer and information, to sug- ne of the causes which, in his opinion, have largely contributed, if they have duced, the results of which the commissioners now complain.
ıg these causes, and in their order, may be enumerated, numerous delays in termination of questions of jurisdiction and principle, which affected classes of

. The delay and interruption incident to the discussion and the disposition of—
The so-called territorial jurisdiction question.
The ownership of slaves question.
The arrest and imprisonment question.
ndly. The multiplication and substitution of general and sometimes inconsist- d incoherent orders materially affecting and in some instances overruling the f practice published to the world at its organization as the law of the Commis-

dly. A want of consistency and uniformity in the decisions and rulings of the ission.
inevitable tendency of all this has been to inspire claimants and their attor- ith doubt and want of confidence, which has resulted in the withholding of

I.

TERRITORIAL JURISDICTION.

The docket of the Commission and the record show that this issue was made on th of January, 1882, by the counsel for the United States in the case of Joseph reau *v.* The United States, No. 43, and the same was sustained and the claim wed by two commissioners on the 28th of February, 1882, as not within the rial jurisdiction of *the United States.*

Subsequently, on the 1st of April, 1882, two commissioners decided to refer the question to the respective Governments for determination. On the 13th day of May, 1882, a communication was received from the two Governments, overruling the position of the counsel for the United States and repudiating the principle and grounds upon which two commissioners had dismissed the claim of Chourreau.

On the same day the decision reached in Chourreau was set aside, in conformity with the declaration of the Governments.

From the 10th of January, 1882, to the 13th day of May, 1882, a period of four months, was lost. Pending the discussion of this issue, claimants whose cases would be ruled by the decision hesitated to proceed and declined to submit their cases.

(Statement of counsel for the French Republic, filed April 13, 1882.)

THE OWNERSHIP OF SLAVES QUESTION.

(*b*) This issue, which affected a large majority of claims, was also raised by the counsel for the United States on demurrer in the cases of De Laureal, No. 97, and Bleze Mote, No. 282, on the 14th and 16th days of February, 1882. On the 12th day of May, 1882, counsel for the French Republic moved the dismissal of the demurrers interposed by the United States in these cases as "frivolous."

On the 23d day of May, 1882, the commissioners took the subject under advisement; but up to this date the determination of this jurisdictional question, which it is the usage of courts and commissions on such issues to dispose of *in limine*, remained in abeyance or in the bosom of the commissioners until the 3d day of January, 1883. On that day, and in making an award in favor of the claimant Pierre Nougué (No. 323) *v.* The United States, the president announced that, in deciding that case, "he, the president, and the commissioner on the part of France, overruled the objections raised by the counsel for the United States to the claim grounded upon the alleged ownership of slaves by the claimant."

(Minutes January 3, 1883.)

During all this time, that is, from the 14th day of February, 1882, to the 3d day of January, 1883, a period of nearly twelve months, a majority of the claimants were left in absolute ignorance and doubt whether the commissioner's would take jurisdiction of their cases. Meanwhile counsel for the French Republic was urging a decision. In that condition and situation of affairs claimants or their attorneys could not be expected to undergo labor and expense to take testimony on the merits and to prepare cases which might be excluded from consideration on a question of law.

THE ARREST AND IMPRISONMENT QUESTION.

(*c*) On the 17th day of June, 1882, the case of Du Bos *v.* The United States was submitted, and on the 5th day of March, 1883—a gap of nine months—two commissioners awarded claimant the sum of eight hundred dollars—a sum which will not probably compensate for the time, labor, and expense incurred in prosecuting the case.

II.

THE MULTIPLICATION OF GENERAL ORDERS INCONSISTENT WITH THE RULES.

In the opinion of counsel this method of procedure has been productive only of delay and confusion, owing to the utter impossibility of understanding or of carrying out the several orders.

Unless there be a recognized and inflexible practice, there cannot exist anything deserving the name of law.

Whenever the practice of a tribunal varies the law is vague and uncertain, and where the law is vague and uncertain justice is a stranger.

Since the soundness of these principles cannot be questioned, it may be asserted that the orders of May 6, 1882, and of November 20, 1882, in setting aside some of the most vital rules adopted by this Commission, have created confusion, and instead of tending to facilitate the dispatch of business, have greatly embarrassed it.

III.

A WANT OF CONSISTENCY AND UNIFORMITY IN THE JURISPRUDENCE OF THE COMMISSION.

In proof of this it is only necessary to cite two or three instances by way of illustration:

In the case of Parrenin *v.* The United States, No. 62, where the claimant testified that he had no intention of returning to France—and where the question of *esprit de*

retour was fully presented and argued—two commissioners, on the 27th of June, 1882, recognized the claimant as a citizen of France, amd made an award in his favor.

In the case of Omer *v.* The United States, No. 284, where the claimant had declared his intention to become a citizen of the United States, and had voted at municipal elections, the three commissioners, on the 12th January, 1882, recognized claimant as a citizen of France, and made an award in his favor.

In the case Huot *v.* The United States, No. 535—apparantly a stronger case—where the facts affecting the question of jurisdiction ware practically similar to those developed in the cases of Parrenin and Omer, two commissioners, on the 20th February, 1882, refused to consider claimant as a citizen of France, and dismissed his claim for want of jurisdiction.

In the case of Adele Coulon *v.* The United States, No. 182, where the testimony showed that claimant's husband had been brutally wounded and maimed while resisting the capture of his property upon his own premises, two commissioners, on the 28th of June, 1882, disallowed the claim.

In the case of Du Bos *v.* The United States, No. 26, where claimant was arrested and imprisoned by General Butler for about ten weeks, two commissioners, on the 5th of March, 1883, made an award in favor of claimant for $800.

THE DUTIES OF THE COMMISSIONERS.

The commissioners have been vested by the Convention of January 15, 1880, with the exclusive power "to investigate and decide said claims in such order and in such manner as they may think proper. (See Article V.)

Under this article of the Convention it is for the Commission to take the necessary steps to provide for the dispatch of business; neither agents nor counsel have compulsory process to bring cases before the Commission.

WHAT POLICY HAS BEEN PURSUED BY COUNSEL FOR THE FRENCH REPUBLIC.

On the 25th of January, 1882, the counsel for the French Republic moved the Commission to issue such order as it might deem proper to expedite business, and suggested the following form of order—that is to say:

"1. That on January 27, and at the hour of 12 noon, and on the following days, until the whole docket has been gone through, the secretaries shall proceed to call the claims as recorded in their respective dockets, in the order in which said claims have been presented to the Commission; and that whenever a claim is reached which is not ready for final submission, cause for obtaining further delay must be shown by or on behalf of claimants, or of the defendant Government, and the Commission will decide what extension of time, if any, shall be granted.

"2. On and after the 1st of March next, all demurrers will be reserved for decision when cases are submitted on the merits."

And, in support of his motion, as aforesaid, the counsel for the French Republic made some remarks, which he conclued as follows:

"Let us fully understand the meaning of the motion. It is intended to lay down a plan for work, and not merely to ascertain the condition of the calendar. What I am endeavoring to find is some arrangement for the disposition of these cases. The time has come, after one year's preparation, to dispose of them.

"I say to my friend that if these cases are not decided before the 23d of December, 1882, the laches will be charged to one side or the other, and the side on which the charge of being guilty of laches will rest will be held responsible for the miscarriage of this Commission. If there were cases presented to this Commission, and which should not have been disposed of by reason of the failure of the United States to comply with the rules, then I should say that, in my judgment, the Government of the United States would be responsible. Such are the reasons why I ask the Commission to adopt this motion."

The Commission ordered the call of the docket, but instead of enacting such measures as would have resulted in the speedy disposition of each case, the Commission ordered that "When the whole docket had been called the commissioners will make such orders as may be required for the dispatch of business." (See minutes, January 28, 1882, p. 2.) After the empty formality of the call of the docket had been gone through, that is to say, on the 10th of February, 1882, the counsel for the French Republic made the following motion:

"1. That this honorable Commission order that all the cases now closed on both sides shall be submitted to them for final determination within the next forty days.

"2. That on the 15th day of April next a second call of the docket shall be made, at which time appropriate measures shall be adopted to further expedite business."

Said motion was not acted upon; instead of enforcing the rules, as should have

been done, the Commission successively enacted the orders of May 6, 1882, and November 20, 1882.

In conclusion, it is respectfully submitted that nothing short of an immediate adoption of the proposition made by the counsel for the French Republic on the 25th of January, 1882, can save this Commission from failure.

FACTS AND STATISTICS.

It is further submitted that a careful investigation of the work accomplished up to the 1st instant shows the following facts:

1. Cases disposed of	210
2. Amount claimed as principal	$2,941,909
3. Sums awarded (excluding interest)	$27,870

which awards represent 0.95 per cent. of the sums claimed.

The result reached thus far is so satisfactory that we forbear comment.

CHAS. A. DE CHAMBRUN,
Counsel for the French Republic.
ALEX. PORTER MORSE,
Assistant Counsel.

WASHINGTON, *March* 19, 1883.

No. 50.

Minutes of the session held July 11, 1881.

OFFICE OF THE COMMISSION, No. 1518 H STREET,
Washington, July 11, 1881.

Pursuant to adjournment, the Commission met at 12 o'clock m.

Present: Baron de Arinos, president, and Hon. A. O. Aldis, commissioners; Monsieur Grimaud de Caux, agent on the part of the French Republic; Monsieur de Chambrun, counsel on the part of the French Republic; a[illegible] the secretaries.

In the absence of Mr. Boutwell, Mr. Davis, the assistant counsel, represented the United States.

The minutes of the preceding meeting were read and approved.

The president then announced that the Commission had made decisions in the following seven cases, which he directed the secretary to read:

Jean Marie Darouse *v.* The United States, No. 13: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

Jules Lasserre *v.* The United States, No. 357: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

Bertrand Barès *v.* The United States, No. 358: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

Kaufmann Kling *v.* The United States, No. 364: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

Joseph Cazaubon *v.* The United States, No. 377: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

Lehmann Meyer *v.* The United States, No. 379: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

Medard Kuntz *v.* The United States, No. 404: This claim is disallowed for want of jurisdiction.

ARINOS,
President.
GEOFROY,
Commissaire de France.
A. O. ALDIS,
Commissioner on the part of the United States.

The president then announced that the application for leave to file memorials was granted in the following cases: H. A. Bohn *v.* The United States; S. K. Bouglinval *v.* The United States.

In the case of the Arizona Mining Company *v.* The French Republic, No. 13, the application for leave to file a new memorial as a substitute for the original memorial was granted.

The president, Baron de Arinos, then stated that Judge Aldis and himself had agreed upon and signed a decision in the case of Pierre S.

Wiltz, administrator of Leon R. Delrieu, *v.* The United States, No. 31 but that Mr. de Geofroy, the commissioner on the part of the Fren Republic, had given them notice this morning that he retires from t Commission and ceases his functions as commissioner. The treaty, continued, in Article VIII provides that the proceedings of the Co mission, if interrupted by the death, incapacity, retirement, or cess tion of the functions of one of the commissioners, the period of t years prescribed for the duration of the Commission shall not be he to include the time during which such interruption may actually exi that he and his colleague, Mr. Aldis, did not feel at liberty to pronou judgment in this case in the absence of the commissioner on the par France; and that the case is postponed until a commissioner is appoint to fill the vacancy occasioned by the retirement of Mr. de Geofroy.

The counsel for the Government of France, Mr. de Chambrun, the inquired of the Commission whether the interruption of the proceedin by the retirement of Mr. de Geofroy would have the effect of stoppin the taking of testimony.

Mr. Davis, on the part of the United States, contended that the Con mission, as it now consists only of two members, should not pass upo this question, but it and other similar questions should be left to t respective agents or the diplomatic officers of the two Government and that the Commission is now interrupted as contemplated in Artic VIII of the treaty, but not so as to prevent the running of the thr months additional for filing memorials.

Mr. Aldis, in reply to the inquiries of counsel, said that the retireme of Mr. de Geofroy from the Commission would interrupt all action the other two commissioners in considering and deciding upon claim that each Government has the right to have its commissioner prese and have him fully heard in all consultations upon the allowance disallowance of claims, and that now, after the retirement of the co missioner on the part of France, the two remaining commissioners a not authorized to proceed with any hearings or consultations for t final disposition of claims. But this interruption of the proceedin will not have the effect of stopping the taking of evidence for and again claims before commissioners appointed for that purpose; but the taki of evidence in that way may proceed as usual. And upon mere int locutory questions, such as the extension of time to take testimony, & the two remaining commissioners may act. In regard to the extensi of time for presenting claims under the provisions of the second senten of Article VIII of the convention, the retirement of the commission will not have the effect, in his judgment, of extending the time beyo the three months which expire on the 22d September next.

Mr. de Chambrun, counsel for the Republic of France, argued th the retirement of Mr. de Geofroy had the effect of stopping the runni of the additional period of three months allowed for filing memoria that at present there is not a full Commission; and that such an imp tant matter as an application for leave to file a memorial could not passed upon while a vacancy existed in the office of one of the commi sioners; that, while the treaty says that certain things can be done b a majority of the commissioners, it at the same time contemplates th these very things should receive the consideration of the three commi sioners, and that all the three commissioners should be heard.

The president then stated that, conformably to a request receive from Mr. de Geofroy, he and his colleague, Mr. Aldis, would retire fo conference with Mr. de Geofroy.

On reassembling, the president read the following letter from Mr. de Geofroy:

COMMISSION DES RÉCLAMATIONS FRANCO-AMÉRICAINES,
Wasnington, le 11 *juillet* 1881.

MONSIEUR LE PRÉSIDENT: J'ai l'honneur de vous faire savoir qu'ayant reçu un congé de mon Gouvernement, je cesse à la date de ce jour mes fonctions de commissaire de France.

Agréez, Monsieur le Président, avec tous mes regrets de me séparer de vous et de notre collègue d'Amérique, les assurances de ma haute considération.

Le commissaire du Gouvernement de la République française:

L. DE GEOFROY.

and stated that he and his colleague were of the opinion that the retirement of Mr. de Geofroy would not stop the taking of evidence or the action of the two remaining commissioners on all interlocutory questions. But it cannot extend the time of three months allowed for filing memorials under Article VIII of the treaty.

The Commission then adjourned to Wednesday, October 12, 1881, at 12 o'clock m.

No. 51.

Minutes of the session held October 12, 1881.

OFFICE OF THE COMMISSION, 1518 H STREET,
Washington, October 12, 1881.

Pursuant to adjournment, the Commission met at 12 o'clock m.

Present: The president, Baron de Arinos, and Judge Aldis, on the part of the United States, commissioners; the agents and counsel, and the secretaries.

The minutes of the preceding meeting were read and approved.

The president, Baron de Arinos, stated that on the 10th day of October he received the following letter from Mr. de Geofroy:

WASHINGTON, 10 *Octobre* 1881.

MONSIEUR LE PRÉSIDENT: Les dispositions dont j'ai eu l'honneur de vous faire part dans ma lettre du 11 juillet n'ayant pas été ratifiées, je m'empresse de vous prévenir que je suis prêt à reprendre mon siège à la Commission dès que vous m'aurez fait connaître la date de sa réunion.

Je suis, avec une haute considération, Monsieur le Président, votre très humble et très obéissant serviteur,

L. DE GEOFROY.

That to his knowledge, obtained from Mr. Outrey, the French minister, and Mr. Blaine, the Secretary of State of the United States, Mr. de Geofroy is recognized as the commissioner on the part of France by both Governments. He further stated that the Commission so duly reconstructed would resume its proceedings, interrupted from the 11th of July to the 10th of October by the cessation by Mr. de Geofroy of his functions as commissioner of France, and that Mr. de Geofroy, who is necessarily absent from this meeting on account of the illness of one of his children, will probably be present at the next meeting.

Mr. Boutwell, counsel on the part of the United States, stated that there were certain questions raised by the interruption of the proceeding of the Commission which he wished to be discussed and considered when all the commissioners are present.

The president said that the questions should be reduced to writing and then submitted.

Mr. Boutwell suggested that the minutes should be read again at the next meeting, when all the commissioners shall be present.

Judge Aldis stated that there were a number of petitions for leave to file memorials, &c., granted during the three months which have just elapsed, and that, besides the fact of the absence of Mr. de Geofroy, these applications were considered by the president and himself separately. He thought that counsel should come to some understanding as to what steps should be taken in reference to reconsidering and ratifying the action already had.

The Commission then adjourned to Saturday, October 15, 1881, at 12 o'clock m.

No. 52.

Mr. Peddrick to Mr. Evarts.

WASHINGTON, *December* 1, 1880. (Received December 6.)

SIR: The commissioners appointed under the convention between the United States of America and the French Republic for the settlement of claims of the citizens of either country against the other, concluded January 15, 1880, have directed me, on their behalf, to inform your excellency that they met at the Department of State in the city of Washington on the 5th of November, 1880, and made and subscribed the declaration required by Article IV of the said convention; that they thereupon adjourned to meet on the 23d of November, 1880, at the office of the Commission, for the purpose of completing their organization, and that on said 23d day of November, 1880, they adopted a body of rules for the regulation of the proceedings of the Commission.

The commissioners have therefore directed me to further inform your excellency that they are now ready to proceed to the transaction of the business of the Commission, and that in conformity with Article VIII of the convention, which provides that every claim shall be presented within a period of six months, reckoned from the day of their first meeting for business after notice to the respective Governments, the commissioners have appointed Wednesday, the 22d day of December, 1880, as the day of their first meeting after the notice herewith given.

In witness whereof I have hereunto set my hand and caused the seal of the Commission to be affixed.

[SEAL.] WASH'N F. PEDDRICK,
Secretary on the part of the United States.

No. 53.

Mr. Evarts to Mr. Peddrick.

DEPARTMENT OF STATE,
Washington, December 9, 1880.

SIR: I have to acknowledge the receipt of your letter of the 1st instant, informing me that the Commission provided for by the convention of the 15th of January, 1880, between the United States of America and

France, has been duly organized, and is now ready to proceed to the transaction of its business; and furthermore that the Commissioners have appointed Wednesday, the 22d day of this month, as the day of their first meeting for business, after notice to their respective Governments, in conformity with Article VIII of the convention.

I am, &c.,

WM. M. EVARTS.

No. 54.

Mr. Peddrick to Mr. Blaine.

WASHINGTON, *June* 3, 1881. (Received June 9.)

SIR: As secretary on the part of the United States to this Commission, I have the honor to inform you that during the past month the clerical work has so multiplied as to render further assistance necessary.

Since the 22d of December last more than four hundred and fifty cases have been filed, and the number increases from day to day. To keep an official record of the various papers in these cases, to follow them through the avenues incident to judicial proceedings, and the complex nature of this tribunal, to supervise the printing of the same, to enter notices and issue commissions for the taking of testimony, to keep a journal of the proceedings of the Commission, and to perform the various other duties belonging to this office, I have but one assistant.

As the business of this Commission is of a responsible character and the time limited, the work has to be not only carefully but promptly done. Moreover, I have been appointed disbursing agent.

It is true that under the treaty a secretary for each Government has been appointed, but in consequence of the great disproportion in the number of cases filed by the two Governments, respectively, of the fact that duplicate records are required under the treaty and the rules, and that the very nature of the greater part of the work precludes its division so as to be performed in distinct offices, the burden necessarily falls upon one secretary, and from the circumstances attending the organization of the Commission (although the claims of French citizens are to the claims of American citizens in the proportion of ninety to one) that burden falls upon this office. I therefore request the appointment of a second assistant, and in case you deem it proper to make it, I would respectfully recommend for your consideration Mr. Hartwell H. Heath, of this city. He is a young man of approved private character, of industrious habits, and a member of the bar.

I am, &c.,

W. F. PEDDRICK,
Secretary.

No. 55.

Mr. Blaine to Mr. Peddrick.

DEPARTMENT OF STATE,
Washington, June 6, 1881.

SIR: I have to acknowledge the receipt of your letter of the 3d instant, in which you ask that, in consequence of the great number of cases filed with the Commission of which you are secretary on the part

of the United States, permission may be given you to employ another assistant.

In view of the reasons stated in your letter, and in view of the further fact communicated to you by the Department that Judge Aldis, commissioner on the part of the United States, deems it advisable that additional assistance should be afforded you, I hereby authorize you to employ a second assistant at a salary of $1,500 per annum.

As the work which you and your assistants are called upon to perform is as much to the advantage of the French as the American side of the Commission, it would seem but just that half the expense of the second assistant whom you are authorized to employ should be borne by the French Government. You will therefore please make application to Monsieur de Geofroy, commissioner on the part of France, to this effect, and should you find it necessary, you are at liberty to show him this letter. I would be gratified to have you inform me of the nature of Mr. de Geofroy's reply.

In your letter you state that if no objection be made you will designate as second assistant Mr. Hartwell P. Heath, and I am further advised that Mr. Heath has assisted you voluntarily since the first of the present month. From all that I know of Mr. Heath, it would seem that he would prove a competent assistant, though, of course, I cannot in-investigate the claims and capacity of gentlemen for that position. The only care that I feel in the matter is that the work of the Commission shall be done with as much promptness, accuracy, and efficiency as possible. If you are therefore satisfied that Mr. Heath will prove competent and efficient, I hereby authorize you to appoint him to the position, the salary to date from the 1st day of June, 1881, at the rate of $1,500 per annum.

I am, &c.,

JAMES G. BLAINE.

No. 56.

Mr. Brown to Mr. Peddrick.

DEPARTMENT OF STATE,
Washington, July 18, 1881.

SIR: Acknowledging the receipt of your letter of the 6th instant, I have to inform you, in reply, that, in accordance with your request, the Secretary of the Treasury has been informed that Mr. E. C. Bartell's term of office began January 27, 1881, instead of February 1, 1881.

I am, &c.,

SEVELLON A. BROWN,
Acting Assistant Secretary.

No. 57.

Mr. Peddrick to Mr. Frelinghuysen.

WASHINGTON, *May* 15, 1882. (Received May 16.)

SIR: I have the honor to transmit herewith for your approval an *estimate* of the expenses of this Commission for the month of May, 1882.

I respectfully request that you will cause a requisition to be issued in my favor upon the Secretary of the Treasury for the amount specified.

Yours, respectfully, &c.,

WM. F. PEDDRICK,
Secretary and Disbursing Agent.

Contingent expenses, $3,000.

I certify that the above estimate is correct.

W. F. PEDDRICK,
Secretary and Disbursing Agent.

No. 58.

Mr. Davis to Mr. Peddrick.

DEPARTMENT OF STATE,
Washington, March 5, 1883.

SIR: At the request of the Hon. A. O. Aldis, commissioner on the part of the United States, and on the representations made by him as to the necessity of such employment, you are authorized to employ and pay an additional clerk, to be paid at the rate of $1,200 per annum, to aid the commissioner in his labors.

I am, &c.,

JOHN DAVIS,
Assistant Secretary.

No. 59.

Mr. Frelinghuysen to Mr. Randall.

DEPARTMENT OF STATE,
Washington, February 27, 1884.

SIR: I have the honor to transmit, herewith, for the information and consideration of your committee, a copy of a letter to this Department from Mr. Boutwell, agent and counsel of the United States before the French and American Claims Commission, from which it appears that although the work of the Commission will probably be completed by the first of April next in accordance with Article I of the supplementary convention between this country and France, concluded on the 8th of February, 1883, it will not be possible within that time to make up the final record of the proceedings of the Commission and to prepare a final report giving a history in brief of its action in a number of cases involving the interpretation of treaties and the application of public law to the facts developed by the testimony.

This Department considers it very important that the work referred to should be done, and I, therefore, earnestly recommend the legislation which is necessary to enable the Treasury Department to pay out of the unexpended balance of the appropriation for the support of the Commission the proper expenses incident to the closing up of its work in the manner proposed by Mr. Boutwell. It is thought that the inclosed form of a joint resolution embodies all the legislation necessary in the premises.

I have, &c.,

FRED'K T. FRELINGHUYSEN.

No. 60.

Mr. Boutwell to Mr. Evarts.

FRENCH AND AMERICAN CLAIMS COMMIS
1518 H STREET, *Washington, January*

SIR: Inclosed you will find copies of two orders adopted b
mission upon my motion in regard to the printing of docum
ings, &c., for the use of the Commission, and also a copy o
written by the secretaries to several printers of this city.
was first to secure the work at reasonable rates, and the
against any charge of favoritism. The expense of printing
siderable, and if the plan indicated is, in your opinion, ope
tion, will you so advise me? The Commission will meet t
the propositions received Monday next.

GEO. S. BOUTWI
Co

FRENCH AND AMERICAN CLAIMS COMM
Washington, Janua

SIR: We are directed by this Commission to request that you will
soon as possible the rate at which you will print forty copies of matte
the sample herewith inclosed in form, size, and quality of paper, this
the style in which the rules of the Commission are published.

The petitions or memorials, the pleadings, the testimony, the argumen
the opinions of the commissioners, and other documents connected with
before the Commission, in such quantity and at such times as the business
the work to be promptly and accurately done. Also at what rate you
fifty, and at what rate one hundred, additional copies.

Very respectfully,

ORDERS.

JANUAR

Ordered:

(1) That the several memorials presented to the Commission and th
pleas, demurrers, answers, and amendments in the several cases be print
of the Commission and at the expense of the Commission.

(2) That one copy shall be furnished to each member of the Commissio
to the agent of each Government, two copies to the counsel for each Gov
twenty copies to be preserved by the secretaries subject to the orders
mission.

ORDERS.

JANUAR

Ordered:

(1) That the secretaries of the Commission be, and they are hereby, di
cure from the various principal job printers in this city proposals in writ
ing the papers and documents of this Commission as the printing of the
ordered by the Commission, it being understood that this proposal relat
cludes the printing that may be ordered by the Commission in the city of
and that the style of page and quality of paper are to correspond with t
style of the rules of this Commission, the proposal to be based upon th
thirty copies, and the price to be named also for each additional one hu

(2) That the secretaries report to the Commission an abstract of the
ceived.

No. 61.

Mr. Boutwell to Mr. Evarts.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, January 25, 1881.

SIR: Agreeably to your verbal request, I have estimated the expenditures of this Commission for the next fiscal year, not including awards that may be made, at $150,000. I ought to add that the means of forming an opinion are quite inadequate, as the amount of business to be presented to the Commission is not yet known.

I have, &c.,

GEO. S. BOUTWELL,
Counsel for the United States.

No. 62.

Mr. Evarts to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, January 29, 1881.

SIR: In reply to your letter of the 25th instant, touching the question of the printing of documents, pleadings, &c., for the use of the Commission, I have to inform you that there is no legal objection whatever to the Commission having its printing done at a private printing office. The whole question, so far as the share of the United States in the expenses of the Commission is concerned, rests with the Secretary of State under the second clause of section 3 of the act of the 16th of June, 1880. (Laws of second session Forty-sixth Congress, p. 296.)

I am, &c.,

WM. M. EVARTS.

No. 63.

Mr. Boutwell to Mr. Evarts.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington February 15, 1881.

SIR: I have the honor to inclose herewith a copy of a vote passed by the honorable French and American Claims Commission, having reference to the records in the several Departments of the Government, and in accordance therewith I have to request that George B. Wright, esq., of the firm of Talmadge & Co., attorney at law, New Orleans, La., may be permitted to examine the papers in the following cases, namely: Sechepiere Harmorest, Xavier Pourriere, Maxemillian Bourgoise, widow Lorenz Beigham, Mrs. A. J. Delazas.

And also that Mr. Wright may be furnished with certified copie the original papers should he make request for them, in conformit the terms of the vote passed by the Commission.

I am, &c.,

GEO. S. BOUTWELL,
Counsel for the United Stat

No. 64.

Mr. Boutwell to Mr. Evarts.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 24, 188

SIR: I have the honor herewith to submit a statement of the ex ditures arising in the execution of the treaty between the United St and France, bearing date January 15, 1880, and chargeable to the propriation made by the act of June 16, 1880, as follows:

1. Rent of office for the Commission	$2,40
2. Salary of the commisionsers	12,00
3. Salary of the counsel and agent for the United States	5,00
4. Salary of the assistant counsel for the United States	3,50
5. Salary of the secretary of the United States	
6. Salary of the stenographers to the counsel for the United States	1,80
7. Salary of the clerk to the secretary for the United States	1,50
8. General disbursements for the quar'ers ending December 31, 1880 (including pay of two messengers, furniture for offices, printing, stationery, fuel, &c.)	1,59
Total	30,79

There are now in the employment of the Commission, on the par the United States, a special agent and an attorney, the latter receiv $100 a week and the former $6 per day and their necessary travel expenses.

The attorney is engaged in taking testimony in Louisiana, and special agent is occupied in investigating the character of the cla ants and the nature of the claims.

By order of the Commission, proposals were sent to the princi printing establishments in this city for terms, &c., and the contract printing was awarded to the Messrs. Gibson Brothers, at the rate 90 cents per printed page for fifty copies of memorials, pleadings, timony, &c.

Memorials have been filed in one hundred and sixty cases, cover claims aggregating about three million dollars.

It is impossible to estimate the expenses of the Commission, as cost of printing, the expense of attorneys who may be employed to t depositions in different parts of the United States, and very likel other countries, cannot now be foreseen.

By the tenth article of the treaty the Government of France will called upon to reimburse the Government of the United States to extent of one-half the expenses of the Commission that are commo both Governments, such as rent, office expenses, &c., and by the s article the whole expenses of the Commission, including conting expenses, will be defrayed by a ratable reduction on the amount of sums awarded by the Commissioners, to the extent of 5 per cent.

the sums so awarded. Should there be any excess in expenses over the 5 per cent. it will be defrayed jointly by the two Governments.

In the estimate of expenses herewith submitted the item of $12,000, salary of commissioners, is only half the total amount paid, and is to be borne exclusively by the Government of the United States.

It is the opinion of those who have the best means of information that not less than six hundred claims will be filed, and in most of these testimony will be taken. This testimony will all be printed, together with the memorials, pleadings, and briefs, as prepared by the consul for the respective Governments.

Very respectfully,

GEO. S. BOUTWELL,
Counsel for the United States.

No. 65.

Mr. Boutwell to Mr. Evarts.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 25, 1881.

SIR: I have to-day had an interview with four members of the House Committee on Appropriations, and they assure me that there will be no objection on the part of the committee to an appropriation of $150,000 for the support of the French and American Claims Commission for the fiscal year commencing July 1, 1881, but they suggest that, inasmuch as the sundry civil bill is now in Committee of the Whole House, the amendment for that purpose be made in the Senate.

I called also upon Senator Davis, of West Virginia, chairman of the Senate Committee on Appropriations, and Senator Windom of the same committee, and left with the latter a copy of the letter of the 24th instant which I had the honor to address to you. Mr. Windom said that if the Secretary of State would write a letter to the chairman of the Senate Committee on Appropriations, asking for an appropriation of $150,000, the amendment would be inserted in the bill when it was under consideration by the committee.

Yours, very respectfully,

GEO. S. BOUTWELL,
Counsel for the United States.

No. 66.

Mr. Boutwell to Mr. Blaine.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, March 8, 1881.

SIR: Agreeably to the vote of this Commission and in conformity to the letter of the Secretary of State bearing date the 19th of February, I have the honor to request that you will ask the Secretary of War to allow A. St. C. Denver, esq., to examine the records of the War De-

partment in reference to the action taken by the military authorities at New Orleans in regard to certain property known as the Lecompte stables, &c., Nos. 112 and 114 North Rampart street, New Orleans, said to have been occupied by the United States military authorities from November 1, 1862, to August 1, 1863.

This application is based upon a memorial signed by Louise Sudour, now pending before the French and American Claims Commission.

I have, &c.,

GEO. S. BOUTWELL,
Counsel for the United States.

No. 67.

Mr. Boutwell to Mr. Blaine.

Washington, March 10, 1881. (Received March 14.)

SIR: At the request of John Mullan, esq., of this city, I have the honor to ask in his behalf that he may be permitted to examine certain papers which he thinks important in the prosecution of a cause before the French and American Claims Commission, against the French Government, in the behalf of one Jacob Miltz, and to obtain certified copies of any of said papers. The papers to which reference is made are as follows:

1. History of the case and data as to the destruction of certain property in Paris, in March, 1871, owned by Jacob Miltz.
2. Certificate of citizenship and passport of said Miltz.
3. Correspondence of Miltz, Pinchard, *et al.* in regard thereto, and reply of Assistant Secretary of State, Mr. Hay, July 20, 1880, to Dr. Pinchard.
4. Letters of administration on said Miltz's estate.
5. Inventory of goods destroyed deposited by Dr. Pinchard July 18, 1880.
6. Correspondence with the French Government in regard thereto. (Exact date not given.)
7. Other papers relating thereto of material value to the Commission, &c., which were filed on May 1, 1876, and on dates subsequently up to July 18, 1880.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

No. 68.

Mr. Boutwell to Mr. Blaine.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, March 10, 1881.

SIR: I have information that there are papers in the War Department which relate to the rights of claimants before the French and American Claims Commission under the treaty of January 15, 1880, which the agent and counsel for the United States Government and *the claimants* may have occasion to examine. I have, therefore, the honor

to request that such measures as are proper may be taken to obtain from the War Department the custody of such papers by the State Department, or an opportunity for the examination of them by parties interested.

I have, &c.,

GEO. S. BOUTWELL,
Counsel for the United States.

No. 69.

Mr. Blaine to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, March 19, 1881.

SIR: I have to acknowledge the receipt of your letter of the 10th instant, requesting that such measures as are proper may be taken to obtain from the War Department the custody, by the State Department, of papers relating to claims under the French and American Claims Convention, of January 15, 1880, or an opportunity for the examination of them by parties interested.

In reply, I have to inform you that your request having been duly communicated to the War Department, I am now in the receipt of a letter, dated the 16th instant, from the Secretary of War, in which he says that it will not be practicable to comply with your request, owing to the fact that there is no record or docket of claims in which French citizens are separately recorded as the parties in interest; that claims growing out of the war of the rebellion have been filed during the last fifteen or twenty years, and that in order to comply with your request it would be necessary to search over the files of those years to determine whether the claimant is a French citizen or not.

The Secretary of War therefore suggests that the only practicable course seems to be that which was pursued by the British and American and the United States and Mexican Claims Commissioners, to wit, that the Department of State, at your instance, call upon the War Department for information or papers in specific cases, as they may be presented before the Commission, giving the names of the claimants in each case.

I will, therefore, thank you, in all cases hereafter in which information is desired from the War Department, to furnish the name of the claimant, and such other data as may be attainable, when application will be promptly made by this Department to the Secretary of War for certified copies of papers which may be on file in that Department relating to the specific cases as they may be presented.

I am, &c.,

JAMES G. BLAINE.

No. 70.

Mr. Boutwell to Mr. Blaine.

WASHINGTON, *April* 13, 1881. (Received April 14.)

SIR: I have the honor to call your attention to the inclosed translation of a communication made to me under date of the 22d of March, 1881, by Mr. *Paul Déjardin*, the agent of the French Government in

matters pending before the French and American Claims Commission. The occasion of the communication was the presentation by me, as agent and counsel for the United States before the Commission of the memorial of David Piaggo for the loss of property at or near the city of Matamoros, Mexico, by the acts of the armies of France during the occupation of Mexico by Maximilian.

By the first article of the convention between the United States of America and the French Republic, concluded January 15, 1880, it is stipulated that the claims of citizens of the United States, of the character specified in the article, who have suffered from acts committed against their persons or property "upon the high seas or within the territory of France, its colonies and dependencies, during the late war between France and Mexico," shall be referred to this Commission.

I have felt that it was inconsistent with the proper discharge of my duty as agent and counsel for the United States to decide that the parts of Mexico occupied by the armies of France during the late war between France and Mexico, were not dependencies of France, and, acting upon that opinion, I presented the claim of Piaggo to the Commission.

The communication of the agent of the French Government referred to assumes that by diplomatic arrangement or understanding, or by the letter and spirit of the treaty, such claims are inadmissible.

I now have the honor to solicit your instructions as to the course I am to pursue in the premises.

With great respect, &c.,

GEORGE. S. BOUTWELL,
Counsel, &c., for the United States.

Mr. Déjardin to Mr. Boutwell.

WASHINGTON, *March* 22, 1884.

To the Agent, &c.:

The claim of David Piaggo, No. 2, against the French Republic, is based upon facts which occurred at Matamoros. Matamoros never having been comprised with French territory, its colonies and dependencies, I believe that you will admit with me that this claim is contrary to the letter and spirit of the treaty, and should never have been presented to the Commission.

In conformity with the text of the convention, and by virtue of the instructions which have been given to him, the French agent has always taken scrupulous care to exclude claims founded either upon loss or emancipation of slaves, or upon acts of war which were to be imputed to the confederates.

Convinced that you are animated by the same spirit, I ask you, Mr. Agent, to withdraw the claim of Peter Piaggo.

Accept, &c.,

PAUL DÉJARDIN.

No. 71.

Mr. Blaine to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, April 20, 1881.

SIR: I have to acknowledge the receipt of your letter of the 13th instant, inclosing a copy of a communication of the 22d ultimo, addressed to you by Mr. Paul Déjardin, relative to a claim of David Piaggo, No. 2, *against the* French Republic.

Mr. Déjardin states that the claim in question is based upon facts which occurred at Matamoros, while, in fact, that city has never been comprised within French territory or its colonial dependencies, and he adds the suggestion that he does not conceive a claim of that character to be within the letter or spirit of the convention of January, 1880, between the two Governments.

The view thus entertained by the Government of France is in accord with that held by this Government as to the true interpretation of the first article of the convention referred to.

The injuries upon which the claim is founded did not occur on the high seas nor in France; and the only remaining question being whether Mexico was a colony or a dependency of France, I find no difficulty in determining that it never was.

I am, &c.,

JAMES G. BLAINE.

No. 72.

Mr. Boutwell to Mr. Blaine.

WASHINGTON, *May* 2, 1881. (Received May 3.)

SIR: In the defense of the cases pending against the United States before the French and American Claims Commission, it will be convenient occasionally to employ district attorneys of the United States to take testimony, and as the First Comptroller of the Treasury informs me that payment will be allowed for such services rendered by them only upon the approval in writing of the Secretary of State, I have the honor to request your authority for the employment of United States district attorneys as occasion may require, at a compensation of $20 per day and traveling expenses for the time actually employed.

I have, &c.,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 73.

Mr. Boutwell to Mr. Blaine.

WASHINGTON, *May* 6, 1881.

SIR: You are aware that most of the claims against the United States before this Commission arise from losses inflicted in Louisiana, where the claims must be investigated, and the witnesses found and examined.

Some time since, by the authority of the Secretary of State, I sent to New Orleans Mr. W. O. Dénègre, who was instructed to act there and throughout Louisiana, under my directions, in the investigation and defense of these claims. He was retained for sixty days at a fee of $100 per week and traveling expenses. The sixty days are about to expire, and Mr. Dénègre requests that he be hereafter paid $200 per week and traveling expenses. While this latter fee is not larger than is usually paid by clients to lawyers of similar standing for like services, still it is large in proportion to the fees usually paid by the Govern-

ment, and although I deem it for the advantage of the Government to retain Mr. Dénègre in its service, I request your instructions before acting in the matter.

It is necessary that the United States should be represented in Louisiana in these cases by a lawyer of energy, familiar with the people and customs, and speaking fluently both the French and English languages. He should also give his entire time to the Government.

Mr. Dénègre fulfills all these demands, and his services so far have been satisfactory.

Mr. Davis, assistant counsel on the part of the United States, has just returned from New Orleans, where he has been examining the manner in which these claims should be defended, and he reports that it will be difficult to find a lawyer fitted for the duty who can give up his practice and devote his undivided attention to these cases. Lawyers competent for this service are in active practice, and would give the Government only such time as they could spare from their other pursuits, while Mr. Dénègre has retired from practice and gives his entire service to the business.

He is required not only to examine witnesses, but also to investigate the claims, and to search for and prepare evidence in defense, duties which require energy and activity and which can only be intrusted to a man of perfect integrity.

Mr. Dénègre's practice of thirty years at the bar of Louisiana (when for some time he was the partner of the Honorable William H. Hunt), his long residence in New Orleans, his extensive acquaintance there and familiarity with the class of people who appear here as claimants render his services peculiarly valuable.

It is necessary also that the investigations should go forward without delay, requiring continuous residence during the summer months in the State of Louisiana.

If the suggestion here made for the retention of M. Dénègre should be accepted by you, I should reserve the right, in any arrangement I might make with him, to reduce his pay or to substitute another person whenever the return of cooler weather or the prosecution of the business should justify it.

I have, &c.,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 74.

Mr. Blaine to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, May 17, 1881.

SIR: I inclose herewith a copy of a letter which was addressed by Stephen S. Phillpott, of New Orleans, to the Treasury Department, and which has been by that Department referred to me. Mr. Phillpott states that nine-tenths of the claimants who went before a certain notary public in New Orleans to verify their claim for presentation to the French and American Claims Commission, were advised by that officer to increase their claims so as to make them five or ten times greater than their real losses, and that these fraudulent claims amount to about the sum of $400,000.

In view of the serious charge made by Mr. Phillpott, I will thank you to give his communication such attention as may be necessary to ascertain whether or not the allegations he makes are well founded.

I am, &c.,

JAMES G. BLAINE.

No. 75.

Mr. Boutwell to Mr. Blaine.

WASHINGTON, *May* 18, 1881. (Received May 19.)

SIR: Among the memorials filed by the counsel for the Republic of France making claims upon the United States under the treaty of January 15, 1880, and now pending before the Commission constituted under that treaty, there are several in which, after an averment by the claimant that he was a French citizen at the time when the loss occurred out of which the claim arose, is a statement that since the 20th day of August, 1866, and previous to the 15th day of January, 1880, the claimant has been naturalized under the laws of the United States, and is now a citizen of the United States. In all these cases I have interposed demurrers on behalf of the United States upon the ground that the matters stated in such memorials are not sufficient under the treaty nor in law for the claimant to have or maintain his claim against the United States.

The first of these cases is that of Joseph Napoleon Perché, No. 3 on the docket of the Commission, and I have the honor to transmit herewith the memorial of said claimant, together with the demurrer, the opening brief of the counsel for the United States, the brief of the counsel for the Republic of France in reply, and in rejoinder the final brief of the counsel for the United States.

The issue as set forth in these several papers is, Can a claimant who, at the date of the treaty establishing the Commission, was a citizen of the United States, and who was such for some time prior to that date, and has remained such ever since, recover compensation for a loss alleged to have been caused by the authorities of the United States when such claimant was a citizen of France?

The briefs referred to have not yet been filed in the case. I have withheld them, it having occurred to me since their preparation that you might consider it within the scope of diplomatic proceedings to call the attention of the representatives of the French Government to the circumstances, and upon the ground that the claims of American citizens were so clearly outside the jurisdiction of the Commission that the agent and counsel of the French Government might very properly be instructed by that Government to decline the presentation of them.

I have, &c.,

GEO. S. BOUTWELL,
Counsel for the United States.

No. 76.

Mr. Boutwell to Mr. Blaine.

WASHINGTON, *May* 18, 1881. (Received May 19.)

SIR: I have the honor to inclose a translation of a letter from the agent of the French Republic in reference to a class of cases pending before the French and American Claims Commission, known as "prize cases."

The facts in the several cases pending are materially different, and I see no reason why the Commission may not with propriety pass upon the cases as they arise, and dispose of them, respectively, upon the law and the facts applicable to each.

I may add, properly, that the exception in the letter of Mr. Déjardin appears to be framed in order to furnish ground for presenting and enforcing certain claims against the United States now pending before the Commission.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

[Translation.]

Mr. Déjardin to Mr. Boutwell.

WASHINGTON, *May* 18, 1881.

SIR: The second article of the convention of the 15th of January, 1880, excludes from the jurisdiction of the Commission matters which have been already diplomatically, judicially, or otherwise by competent authorities disposed of by either Government. The Government of the French Republic understands that this disposition excludes prize cases which have been judicially or otherwise settled by either Government.

In order that such cases should be sustained before the Commission there must have been at least, I believe, at some time after the final decision, an express understanding between the two Governments that the case should be submitted to a new examination. This is not so with the claim of Isaac Taylor relating to the "Magdalen." Consequently, in conformity with the instructions of my Government, I beg you, sir, to have the kindness to withdraw from the Secretary's office the said claim of Isaac Taylor against France.

I hope that the request which I have the honor to submit to you upon this subject will be received in the spirit of impartiality and of justice, which appeared in the answer which you were kind enough to make me on the 21st of last month to my observations relative to the claim of Peter Piaggo for damages sustained on Mexican territory.

Accept, &c.,

PAUL DÉJARDIN.

No. 77.

Mr. Boutwell to Mr. Blaine.

WASHINGTON, *June* 18, 1881. (Received June 21.)

SIR: Referring to your letters of May 17 and of June 14, with their inclosures relative to the charge made by Stephen S. Phillpott, to the effect that a certain notary public in New Orleans had advised claimants to increase their claims, I have the honor to inform you that immediately after the receipt of your first letter we communicated with our special counsel in New Orleans and instructed him to see Phillpott and obtain such information as he might have. The counsel discovered that Phillpott was employed in a soap factory at some distance in the rear of New Orleans. After one or two efforts he succeeded in finding him. Phillpott, however, declined to give the name of the notary, or any information whatever, unless he was taken into the employ of the Government.

The impression created upon the mind of our counsel in New Orleans and also upon my own, is that Phillpott's object is simply to obtain em

ployment from the Government, and that he really has no information of value.

While it is undoubtedly true that many of the claims now pending before this Commission are greatly exaggerated, I do not believe that Phillpott could be of any material assistance in proving it.

With great respect, &c.,

GEO. S. BOUTWELL,
Counsel, &c.

No. 78.

Mr. Blaine to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, August 5, 1881.

SIR: Referring to my letter bearing date of June 20, 1881, in which the compensation of Mr. W. V. Dénègre was fixed at $150 per week, I have to say that, from representations since made, it would seem to be just that the necessary expenses incurred by Mr. Dénègre, in the collection of evidence and the other duties assigned him, should be borne by the Commission.

You are therefore hereby authorized to reimburse Mr. Dénègre for personal expenses necessarily incurred; and should it, in your judgment, be deemed advisable, such allowance may be reckoned from the beginning of Mr. Dénègre's employment by the Government.

I am, &c.,

JAMES G. BLAINE.

No. 79.

Mr. Blaine to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, December 17, 1881.

SIR: Referring to recent correspondence in relation to the claim of Isaac Taylor, a citizen of the United States, against France, proceedings in regard to which it is understood were instituted before the Mixed Commission in February last, and which is still pending before that tribunal, I have to state that after careful consideration I have reached the conclusion that that claim, because of the antecedent proceedings by the competent authorities of France, of which it has been the subject, is not properly within the cognizance of the Commission established under the provisions of the convention of the 15th of January, 1880, between the United States and France.

I have been led to this view of the matter from a careful perusal of the provisions of the second article of the convention, with such consideration as I have been able to the negotiations preceding its conclusion between my predecessor, Mr. Evarts, and Mr. Outrey, the representatives of their Governments, respectively, in negotiating the convention; and feeling, as I do, well assured of the disposition of this Government to give full effect to every stipulation of that convention in spirit no less than in letter, it is not doubted that this feeling will be fully reciprocated by the French Government, and that a similar course will be adopted by it

with regard to any claims of French citizens against the United Sta which may have already been presented or may hereafter be prese for the consideration of the convention, and which may be foun have been diplomatically, judicially, or otherwise, by competent aut ity of the United States, heretofore disposed of. And in regard t cases of this character, it will be proper for you as the agent and c sel of this Government to request the agent on the part of Franc withdraw them from the Commission; and in case such request on part shall not meet with prompt compliance you will be expected t port any such instance of refusal to the Department with a vie such further steps as the Government may deem it necessary proper to take. If, in your opinion, the two claims referred to in letter of the 8th instant (Nos. 18 and 28), come within the cate named, these will form proper subjects for such requests for withdra

I am, &c.,

JAMES G. BLAIN

No. 80.

Mr. J. C. Bancroft Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, December 27, 188

SIR: Referring to Mr. Blaine's letter to you of the 17th instant, I h now to inclose a copy of a note from Mr. Outrey, in reply to the from Mr. Blaine therein referred to.

I call your particular attention to the last paragraph, and will th you, at your convenience, to make out, addressed to the Departme complete list of the cases which fall under it.

It is understood at the Department that the counsel, by Mr. Tay will ask for a reversal of Mr. Blaine's decision. Should this be gra no steps will be necessary on our side for the dismissal of cases. should it be refused it may be deemed proper to interpose diplo ically to secure the retirement of cases on the French side affected the principle.

I am, &c.,

J. C. BANCROFT DAVIS,
Acting Secretar

No. 81.

Mr. John Davis to Mr. Frelinghuysen.

WASHINGTON, *January* 25, 188

SIR: I have the honor to acknowledge the receipt of the letter of Davis to Mr. Boutwell, dated the 27th ultimo, relating to the cas Isaac Taylor *v.* The Republic of France, now pending before this C mission, in which he refers to Mr. Blaine's letter to Mr. Boutwell, d the 17th of December, and inclosing a copy of a note from Mr. Out dated December 21.

Mr. Davis calls attention to the last paragraph of Mr. Outrey's n in which he says: "I need not add that on our part we shall strictly

serve, the case arising, the legal interpretation given by mutual consent to Article II of the convention of January 15, 1880." Mr. Davis requests that a complete list be made of the cases which fall under this interpretation.

I have, therefore, caused the memorial to be examined in every case where compensation is claimed from the United States, and I inclose a list of those cases which, in my opinion, appear on the face of the memorials to fall within the principle.

I cannot, however, assure you that this list is absolutely complete, nor that among the seven hundred and twenty-six cases now pending here on the part of alleged citizens of France there may not be others properly belonging to that class, and which may hereafter be shown by the testimony to be identical in principle with the Taylor case. I believe, however, that the list is as complete as it is possible to make it without that careful examination of each case which will be made when it is prepared for trial.

In this connection it may be of interest to you to see the correspondence between the agent and counsel on the part of the United States and the agent on the part of the Republic of France in relation to the case of T. C. Payan *v.* The United States, No. 431, and I therefore have the honor to inclose a copy of a letter from Mr. Boutwell to Mr. Grimaud de Caux, dated January 5, 1882, and the translation of a letter from Mr. Grimaud de Caux to Mr. Boutwell, dated January 18, 1882, in reference thereto.

I have, &c.,

JOHN DAVIS,
Assistant Counsel on the part of the United States.

LIST OF CASES OF FRENCH CLAIMANTS ON FILE BEFORE THE FRENCH AND AMERICAN CLAIMS COMMISSION, WHICH IT IS BELIEVED FALL WITHIN THE PRINCIPLE STATED BY MR. OUTREY.

WASHINGTON, *January* 25, 1882.

RENÉ MARIE ALPHONSE DE PERDUEANVILLE *v.* THE UNITED STATES. } No. 18.

The first item of this claim is for 67 bales of cotton shipped on board the schooner Magnolia at Morgan City Parish, La., in April, 1862.

The schooner and cargo were captured in the Gulf of Mexico by the United States gunboat Hatteras, and are believed to have been condemned as a prize.

The second item is a claim for damages, owing to delay of steamer Mexico.

The third item is a claim for the proceeds of schooner Frederick II and cargo, amounting in the aggregate to the sum of $56,933.98.

This item was disposed of by the United States district court of New Orleans, La., then sitting as a prize court, in the month of May, 1864. (See suit No. 7883, The United States *v.* Schooner Frederick II.)

The fourth item is a claim for cotton lost on account of the illegal detention of the schooner Mary P. Burton.

Items 1 and 3 are already within the article.

THOMAS C. PAYAN, PIERRE A. GRAMARCHI, JEAN CHARLES HARISPE *v.* THE UNITED STATES. } No. 28.

This is a claim for 250 bales of cotton seized by the United States authorities on the high seas, about 100 miles from Havana, while on board the British registered schooner Baijorry on her voyage from Calcasieu, La., to Havana. Amount claimed, $88,245.

The schooner and cargo were taken into Key West, Fla., where both o schooner were libeled as prize of war.

The court at Key West condemned both vessel and cargo as enemy propes present claimants were represented.

The case was appealed to the Supreme Court of the United States and the below sustained. (See 2 Wallace Reports, pages 475, &c.)

BLAZE MOTTE v. THE UNITED STATES. } No. 131.

This claim was allowed and paid to Bellocq, Noblom & Co. by the Court c

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

This is a claim for 830 bales of cotton seized by the United States naval ties on the Ouachita River, Louisiana, in 1864. The cotton was taken to the district of Illinois and libeled as prize of war.

Claimants submitted their claim to the United States district court for the district of Illinois, in which the cotton had been libeled.

The decree of the court was adverse to their claim.

They appealed from the decree of the district court of the United State southern district of Illinois to the Supreme Court of the United States, whi December term of 1867, rendered its decision affirming the decree of the court.

HENRIETTE LEVY v. THE UNITED STATES. } No. 253.

This claim was allowed and paid to Bellocq, Noblom & Co. by the Court o

ETIENNE DERBEC v. THE UNITED STATES. } No. 339.

This is a claim for wrongs and injuries received by claimants at the hands at San Francisco, Cal., in 1865.

On the 27th day of March, 1868, an act was passed by the legislature of of California entitled "An act to provide for compensating parties whose may be destroyed in consequence of mobs or riots."

Claimant availed himself of the benefits of said act, and on the 10th day 1868, brought suit against the city of San Francisco in the district court of t judicial district of the State of California, in which suit he claimed damage destruction of his establishment and the stoppage of his newspapers, &c.

Claimant obtained a verdict in the sum of $7,500, with interest.

Judgment was rendered by the court for that amount and paid to claima

He now claims additional compensation.

BAZILE LAPLACE v. THE UNITED STATES. } No. 365.

This is a claim for 65 bales of ginned cotton seized by United States an whilst on board the schooner Julia, about 50 miles above Fort Livingston, a to Key West, Fla., and sold by order of the prize court of the United State place.

ROBERT DE LA STEYERIE AND Marie de la Steyerie, v. THE UNITED STATES. } No. 655.

This is a claim for the use and occupation by United States authorities o lands and lots situate on Wallmalan and Edisto Islands, South Carolina, for the proceeds of a sloop known as the Ashley and her cargo.

The agent of the claimant chartered the sloop Ashley in December, 1861, t to Wallmalan Island to bring to the market of the city of Charleston a lot and provisions which belonged to claimant.

The sloop with her cargo of cotton, &c., was seized by the United Stat authorities, and condemned as a prize.

MARIE AMELIE LAPLANTE, AND only heir of Edward Laplante, deceased, v. THE UNITED STATES. } No. 674.

This is a claim for 322 bales of cotton and 1,200 staves, valued at $64,575.

This property was on a certain vessel called the schooner Josephine, which vessel with her cargo was seized and captured in the Gulf of Mexico on the 28th day of July, 1862, by the United States steamer Hatteras, and was taken with her cargo, in charge of a prize crew, to the port of Philadelphia, where said schooner and cargo were, on the 21st day of April, A. D. 1863, by the decree of the district court of the United States, in and for the eastern district of Pennsylvania, condemned as prize of war, for breach of the blockade.

An appeal was taken to the Supreme Court of the United States and the decision of the said prize court was there affirmed.

WASHINGTON, *January* 5, 1882.

THOMAS C. PAYAN, v. THE UNITED STATES. } No 431.

SIR: Messrs. Shellabarger & Wilson, who appear as special counsel in the above-named case, have made a verbal request to me to permit the use of the testimony taken by the order of the Court of Claims of the United States, in No. 2758, being the petition of Payan and Carhart for compensation for 76 bales of cotton.

I find upon inquiry, that Payan and Carhart filed a petition in the Court of Claims for compensation for 76 bales of cotton which appear to be the same as that described in the memorial of Thomas C. Payan *vs.* the United States, No. 431, now pending before this Commission.

I find also upon an examination of the records of the Court of Claims in No. 2758, that the case was heard and an award made in favor of the claimant for a small portion of the sum claimed; that afterwards the petitioner moved for a new trial and that the motion was granted; that the claimants failed to prosecute the case, and that after the expiration of six months, and after notice given to the petitioners that a motion has been made by the Attorney-General that the case be dismissed, under the rules of the Court of Claims the case was dismissed.

I have to inform you that upon this state of facts I shall maintain before this Commission that the claim has been disposed of judicially, and that the French and American Claims Commission has no jurisdiction over it.

In this view of the case, I suggest, in case the judgment of the Commission upon this point is desired, that before either party is at the expense of taking testimony so much of the record of the Court of Claims as may be necessary to show the nature of the proceeding before that tribunal be had by the certificate of the clerk or by stipulation between the counsel for the Government of France and the counsel for the United States, and that thereon the judgment of the Commission be taken upon the question of jurisdiction.

I may perhaps add properly that, should the case be tried upon its merits, the counsel for the United States ought to have the opportunity to examine and cross-examine the witness, specially with reference to the case before this tribunal, and that it would therefore be inadvisable for me to assent to the use of the testimony taken under the direction of the Court of Claims.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

[Translation.]

Agent of the Government of the Republic of France before the Claims Commission.

WASHINGTON, *January* 18, 1882.

Mr. AGENT: In the letter which you did me the honor to write to me upon the 5th of this month you informed me that in the discussion of the claim of Thomas C. Payan v. The United States, No. 431, it is your intention to contend before the Commission that it is without jurisdiction from the fact that the claim have already been judicially disposed of. You learn from the information which has been furnished you by

Messrs. Shellabarger & Wilson, special counsel for the claimant, that this claim has already been entered upon the docket of the Court of Claims under No. 2758, in the name of Payan and Carhart, and that you have been subsequently assured that this claim and the one brought before this Commission under the No. 431 are the same. You have also learned that the Court of Claims after having given judgment for a part of the claim in favor of the petitioners granted them upon their request leave to review the decision, and that after notice given to the petitioners that the Attorney-General moved to dismiss the case, the Court of Claims did in fact dismiss it.

All these facts were until now entirely unknown to me. The agent of the Government of the Republic of France before the Mixed Commission has scrupulously endeavored on every occasion to prevent the presentation of claims which upon the allegations in the memorial presented by the claimants appeared to him a manifest contravention to the stipulations of the convention of January 15, 1880. The memorial, No. 431, alleges that neither the claimant nor any one on his behalf has received the whole or any part of the sum claimed; that although it was presented to the Court of Claims of the United States on the 20th of June, 1867, it was afterwards withdrawn, and that this suit led to no result before that court.

It was then natural that my predecessor should submit the claim for the decision of the commissioners.

As a general principle, if facts are disclosed showing that the allegations contained in the memorial are erroneous, and that therefore there is ground to immediately apply the terms of the convention, I am certain that you will agree with me, Mr. Agent, in declaring that the letter as well as the spirit of the treaty make it our duty to withdraw such claim at the moment when an application of the provisions of the treaty becomes manifest.

I shall, therefore, be obliged to you if you will furnish me the necessary means of proof to establish the fact that the allegations of memorial No. 431 are contrary to the truth, and that this claim falls under the provisions of Article II of the convention.

I am, &c.,

GRIMAUD DE CAUX.

No. 82.

Mr. Boutwell to Mr. Frelinghuysen.

WASHINGTON, *February* 4, 1882.

SIR: In the list of cases furnished by Mr. Davis, and inclosed in his letter to you of the 25th of January, which contained the names of claimants who have filed claims before this Commission for compensation for alleged losses arising from the decrees of prize courts of the United States, will be found that of G. A. Le More & Co., No. 211 on the docket.

A stipulation was entered into between the counsel for the respective Governments in the above case and filed November 19, 1881, in the following form:

It is agreed that the time for filing brief in answer in this case is hereby extended until further understanding.

This morning I have received the following communication:

FRENCH AND AMERICAN CLAIMS COMMISSION.

G. A. LE MORE & Co. *v.* THE UNITED STATES. } No. 211.

Hon. G. S. BOUTWELL:

SIR: I have the honor to state that I decline to be bound any longer by the stipulation signed by me in the above entitled case and which bears date November 19, 1881.

Very respectfully,

CHARLES ADOLPHE DE CHAMBRUN,
Counsel for French Republic.

WASHINGTON, D. C., February 3, 1881.

The testimony for the claimant in the above case was closed June 1, 1881; but owing to the press of business and the circumstances that doubts existed as to whether the case was to be prosecuted further, no testimony has yet been taken by the United States.

It appears from the communication of the counsel for the French Republic that the case is to be pressed to a hearing, although it seems in principle not to be distinguishable from the case of Isaac Taylor *v.* The French Republic.

I have, &c.,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 83.

Mr. Boutwell to Mr. J. C. B. Davis.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 6, 1882.

MY DEAR SIR: Agreeably to our conversation this morning I have the honor to transmit herewith a copy of the record in the case of G. A. Le More & Co. *v* The United States, No. 211.

Most respectfully,

GEORGE S. BOUTWELL.

FRENCH AND AMERICAN CLAIMS COMMISSION.

Filed March 28, 1881.—*W. F. P. & L. L., Secs.*

G. A. LE MORE & CO. *v.* THE UNITED STATES. } No. 211.

ALBERT C. JANIN, *Attorney.*

MEMORIAL.

To the honorable commissioners of the French and American Claims Commission, sitting at Washington, D. C., under the convention concluded between the Governments of France and the United States, on January 15, 1880:

The memorial of G. A. Le More & Co. respectfully represents: That your memorialists are citizens of the Republic of France, and the only members of a commercial firm established in the city of Havre, France, Gustave A. Le More being the active and managing partner and Léontine Le More the silent partner in said association. The said Gustave A. Le More was born in the city of Havre, France, in the year 1820, and Léontine Le More at the same place about the year 1822, and both of them have resided in said city from their infancy until the present time, and have never had any other domicile. Their post-office address is the poste restante of said city. At the time of the origin of the claim which is the subject-matter of this memorial, and at the present time, the said claim was and is the exclusive property of your memorialists, Gustave A. Le More and Léontine Le More; no transfer of their interest in said claim, or of any part thereof, has ever been made by either of them, nor have they ever received any compensation in money or other valuable thing, or any indemnity whatsoever, for the losses which constitute the basis of said claim. Neither of your memorialists ever rendered any aid or comfort to the Government of the so-

called Confederate States, or ever became naturalized, or took any steps to that end, in the United States, or any other country foreign to them.

The said claim has been the subject of judicial examination in the United States district court for the southern district of Illinois and in the Supreme Court of the United States, and the attention of the American Government has been repeatedly called by diplomatic correspondence to the denial of justice suffered by your memorialists in the disallowance of their claim by the courts, but no final determination of the matter has yet been reached. Your memorialists therefore appeal to this honorable Commission to redress a great wrong done, not designedly and deliberately, but inadvertently and in consequence of a grave error of fact hereafter to be explained, by the Government of the United States to citizens of a friendly foreign state, and for the better and more thorough comprehension of the matter they, with the permission of the honorable Commission, will now present their claim both in a narrative and argumentative form.

For many years prior to 1864 the firm of G. A. Le More & Co., of Havre, was engaged in the transaction of commission business, the exportation of goods, and the importation into France of cotton and other foreign products. Two brothers of the members of said firm, namely, Alfred and Jules Le More, had for several years been residing in the United States, and were, at the time of the breaking out of the war between the Southern and Northern States, members of the firm of Edward Gautherin & Co., which was dissolved in December, 1862. They were in no way connected with the firm of G. A. Le More & Co.

On the 20th of May, 1863, Jules Le More wrote a letter to G. A. Le More & Co., dated from Matamoros, Mexico, in which he informed them that, finding nothing to occupy him profitably in New Orleans, he had come to Matamoros, where advantageous business might be done in cotton, by buying either on the spot or in Texas or Western Louisiana, and offered them his services to buy cotton for them at a commission of 5 per cent., and said that Mr. Tertrou, whose acquaintance he had made in Mexico, was willing to advance money to him, to be refunded with the proceeds of drafts drawn by him on them.

This letter was answered by G. A. Le More & Co. on the 24th day of July, 1863, to the effect that they authorized Jules Le More to purchase for them not more than twenty-five hundred bales, to be delivered in Europe at two francs and a half per pound, his commission included. At the same time they sent him a letter of credit.

This was a transaction such as, no doubt, many commercial houses of Europe engaged in at that time. Furnished with this authority and letter of credit, Jules Le More proceeded to Western Louisiana as the scene of his operations. His business being to purchase cotton, he first bought 323 bales, one mile from Monroe, on the Ouachita River, from A. Lazare and John Pargoud, for which he paid $160 per bale, in United States currency. At that time Jules Le More staid principally at Shreveport. There was at that place also a person by the name of Léon Queyrouze, who had come on from Mexico to settle a claim for cotton with the agent of the Confederate Government, and who was an old acquaintance of Jules Le More. There was at Shreveport a cotton bureau, established by the Confederate commander of the trans-Mississippi department, General Kirby Smith, which had charge of the preservation and disposal of the cotton purchased by the Confederate Government. The Confederate authorities had seized 415 bales of cotton which Queyrouze had at Brownsville. Queyrouze had preferred a claim for indemnity, and was allowed 830 bales of cotton on the Ouachita, it being customary with the Confederate Government to give two bales of cotton in an exposed situation far one bale at or near Brownsville, where, on account of its comparative security from the United States forces and the facilities for sending goods across to Matamoros, cotton had much more value. Lieut. Col. W. A. Broadwell, of the Confederate army, was chief of the cotton bureau in the trans-Mississippi department. Under him was John A. Buckner, who was a major on the staff of General Kirby Smith, and agent of the cotton bureaus, and had charge of all the Confederate cotton in the Ouachita Valley. Buckner was also assistant inspector-general on the staff of General Kirby Smith, and under orders to deliver cotton sold by the cotton bureau from December, 1863, to April, 1865; and under orders from the cotton bureau, he delivered, in the latter part of February, 1864, to Mr. Léon Queyrouze 830 bales of cotton on the Simmons plantation, on the Ouachita River. It was optional with him to deliver this or any other cotton to Queyrouze, but he chose this lot because there the necessary quantity was at hand. This cotton had been purchased by the Confederate Government from Dr. John T. Simmons, as will appear from the evidence to be submitted. Queyrouze, being in want of money, and anxious to sell, offered the cotton to Jules Le More for his principals, but knowing from conversations that Jules Le More, from past experience, was anxious to avoid a collision with the Federal authorities, and would not be willing to buy cotton that had been owned by the Confederate Government, he told him that he had bought this cotton from planters, and that it belonged *to one P. Garcia*, whose agent he represented himself to be. Under these representa-

tions Le More agreed to purchase the cotton, and paid for it $160 per bale in United States currency, and an invoice was made out and receipt given. Thereupon the cotton was delivered to Le More. This cotton was raised on the Simmons plantation, in the Parish of Caldwell, on the Ouachita River, in the State of Louisiana. Dr. Simmons fully consented to Le More's taking possession and control of the cotton, and he assisted Le More in getting it ready for shipment. Le More then had that cotton hauled, through Messrs. Wentzel and Pargoud, to the bank of the river, and got ready for shipment, having written to New Orleans for permission to ship it. He wrote for such permission to Mr. Aristide Miltenberger, at New Orleans, who received the communication but did not act upon it, and consequently did not obtain the permit.

The manner in which the Confederate Government obtained the cotton will be clearly shown by the evidence. It had been raised upon the plantation of Tatum & Simmons, and was the joint property of John T. Simmons and the heirs of Tatum. John Ray, a lawyer and planter of that parish and near neighbor of Dr. Simmons (the Simmons plantation lying between Ray's residence and plantation), was in constant intercourse with Simmons, and acted as his adviser in all his legal business. Both Simmons and the widow and heirs of Tatum were desirous of making a partition of this property. To that end, on the 25th of December, 1862, John Ray, as attorney for Simmons, and Ludeling, as attorney for the widow and heirs of Tatum, met on the Simmons plantation, and an agreement was entered into for a partition of all the property, being land, negroes, about 1,100 bales of cotton, and some personal property. It was decided that Simmons should take all the property, pay to the widow and heirs of Tatum $50,000, and assume all the debts of the partnership, which amounted to about $200,000. The $50,000 were to be paid in Confederate bonds or treasury notes, both having then considerable money value. It was also agreed that the $50,000 should be raised by the sale of the necessary amount of cotton to the cotton-purchasing agent of the Confederate States.

Between 900 and 1,000 bales of cotton were thus sold to C. G. Young, subagent under A. W. McKee, the general agent of said Government for the purchase of cotton. A memorandum in writing was then made of this transaction. Legal proceedings were then taken to vest the title to all the property in Simmons, and the $50,000 in Confederate bonds or treasury notes were by said Ray for Simmons paid over to the attorney for Tatum's heirs. After the sale of Simmons's cotton to the Confederate States it remained in his possession and custody under a written agreement with the Confederate Government agent.

Early in March, 1864, Simmons met Maj. John A. Buckner and Leon Queyrouze. Major Buckner informed him that he had been to his plantation to deliver to Queyrouze, and had delivered to him, the cotton which he (Simmons) had sold to the Confederate States. Queyrouze requested Simmons to take care of the cotton for him, and promised to give him a sack of coffee if he would watch it, and Simmons agreed to watch it.

Some eight or ten days after Simmons's interview with Buckner and Queyrouze the former was accosted by Queyrouze, who introduced him to Mr. Jules Le More, and he was informed by them that Le More had purchased that cotton for the house of G. A. Le More & Co. Mr. Le More afterwards engaged Simmons to mark the cotton for the firm of G. A. Le More & Co., and take care of it and to place it on rails in lines or rows in regular shipping order on the bank of the river. Le More wished him also to haul the cotton to the river, which he declined to do, and the cotton was hauled for Le More by John Pargoud and John Wentzel, for which service he paid $1 per bale in greenbacks. Simmons hauled rails to the bank of the river and placed part of the cotton in lines on rails in shipping order and marked a portion of it "L. M." Being informed that that mark was wrong, he afterwards marked it "G. L. M." He had not finished when certain United States vessels came up, and Simmons stopped marking and working at the cotton. These vessels seized and loaded the cotton, and Simmons immediately informed Le More of the fact by letter. At that time Le More was expecting permits to transport the cotton to New Orleans.

Other persons have laid claim to this same cotton, but up to the time of the seizure of the cotton by the United States vessels neither Ray nor Simmons, nor any of the numerous persons connected with the transaction except the immediate friends and connections of the other claimants, ever had heard of any other claim to it but Queyrouze's and Le More was thus in the quiet possession of the cotton for about a month before it was taken.

Your memorialists beg leave, by way of anticipation, to draw the particular attention of the honorable commissioners at this point to the undoubted possession of this cotton by G. A. Le More & Co., through their agent, so clearly shown by the facts and circumstances which have just been noticed, and which will be found to be amply proved by the evidence to be submitted.

When the United States vessels came up to the Ouachita, Jules Le More had purchased and was in possession of three lots of cotton, to wit, fifty-nine bales, purchased from one Lazare at $160 a bale, paid in United States currency; 264 bales pur-

chased from John Pargoud, also at $160 a bale, in United States currency, and the 830 bales purchased from Queyrouze. The two former lots were on the west bank of the Ouachita, on Lazare's plantation, and the latter on Simmons's plantation, 22 miles from Monroe. All of this cotton was seized by a flotilla of the United States armed vessels, under the command of Lieutenant Commander James P. Foster. It was claimed as prize by the naval captors, carried to Cairo, and libeled in the district court of the United States for the southern district of Illinois.

So soon as the memorialists were apprised of the seizure of their cotton by the Federal naval forces, they appealed to the French legation at Washington to demand for them the restitution of their property. Monsieur de Geofroy, the then chargé d'affaires at Washington, duly laid the matter before the Hon. W. H. Seward, the American Secretary of State. The latter, in the presence of the head of the house of G. A. Le More & Co., and also in a written communication under date of August 10, 1864, suggested to Monsieur de Geofroy that the United States Government could not be expected to accept the responsibility for such an act of war as that complained of before the interested parties had established before a competent court the title by virtue of which they claimed the property in question.

Therefore your memorialists, at the suggestion and by the advice of the chargé d'affaires of their Government, but with the full reservation of ulterior recourse, secured to them by the law of nations, to the intervention and protection of their own Government, in the event of a denial of justice to them by the courts of the country whose naval authorities had committed the act and wrong of which they complained, submitted their claim to the United States district court for the southern district of Illinois, in which their cotton had been libeled. In the mean time the cotton in question had been sold and the proceeds deposited with the United States assistant treasurer at Saint Louis, Mo.

After due proceedings had, two decrees were rendered by the court in regard to the cotton claimed by G. A. Le More & Co., the first dated November 6, 1865, and the second dated January 6, 1866. We insert them here verbatim, beginning with the second in point of time.

Decree in the matter of the claim of 323 bales of cotton.

In the district court of the United States for the southern district of Illinois, Saturday, 6th January, 1866. Before the honorable Samuel H. Treat, judge.

THE UNITED STATES *v.* 650 bales of cotton, 788 bales and 52 bags of cotton, 409 bales and 139 bags of cotton, 1,000 bales of cotton.	In prize.

This cause having been heard at this term upon the libels, the claim and answer of G. A. Le More & Co., a firm consisting of Gustave André Le More and Léontine Le More, claimants of 323 bales of cotton by Jules Le More, their agent, and the testimony on file, and it appearing to the court from the evidence that the said G. A. Le More & Co., claimants, are the owners of 309 bales of said cotton, and that they are subjects of the Emperor of France, not residing within the jurisdiction and territory of the United States. And it further appearing to the court that the said 309 bales of cotton were lawfully recaptured from the enemy by the United States steamers Black Hawk, Eastport, Lafayette, Neosko, Ozark, Choctaw, Osage, Chilicothe, Louisville, Carondelet, Benton, Pittsburg, Mound City, Essex, Lexington, Ouachita, Fort Hindman, Crickett, Gazelle, Gal. Price Kinswood, Juliett, Avenger, and Brown, of the Mississippi squadron of the United States Navy, commanded by David D. Porter, rear-admiral, and that said vessels are entitled to military salvage for said capture.

And it further appearing to the court that the gross proceeds of the sale, amounting to the sum of $130,571.63, have been deposited with the assistant treasurer of the United States at Saint Louis, subject to the order of the court, and that the taxes imposed by the acts of Congress and the trade regulations of the Treasury Department upon the said 309 bales of cotton, amounting to the sum of $4,932.35, and the expenses incurred by the marshal for weighing, storage, cooperage, &c., of said 30 bales, amounting to the sum of $1,099.52, have been paid by order of the court out of said proceeds, and that the sum of $494.40 has been allowed by the court, by consent of said claimants and the captors, by their counsel, and paid out of said proceeds to R. M. Corwine, esq., for his services as a counsel for claimants. And now this cause coming on for final decree, it is ordered, adjudged, and decreed by the court that the following sums be allowed and paid out of said proceeds for costs and charges in the

cause, including usual and reasonable fees to the counsel for captors (the district attorney waiving any allowance to him as fees for his services herein), to wit:

To the marshal	$1,741 62
To the clerk	1,370 88
To Chs. Eames, counsel for captors	3,917 15

It is further ordered and decreed by the court that out of the residue of said proceeds, amounting to the sum of $117,015.71, the sum of $16,911.91 be paid into the Treasury of the United States, to be distributed to said captors as military salvage, in accordance with this decree.

It is further ordered and decreed by the court, that after paying and satisfying the costs, charges, and salvage aforesaid, the residue of said proceeds, amounting to the sum of $100,103.35, be paid to said claimants.

It is further ordered that the clerk transmit certified copies of this decree to the Secretaries of the Treasury and Navy of the United States, respectively.

Decree in the matter of the claim to 830 bales.

In the district court of the United States for the southern district of Illinois. Monday, November 6, 1865. Before the Hon. Samuel H. Treat, judge.

THE UNITED STATES *v.* 650 bales of cotton, 788 bales and 52 bags of cotton, 409 bales and 139 bags of cotton, 1,000 bales of cotton.	In prize.

This cause having been heard upon the libels, the claim and answer of G. A. Le More & Co., a firm consisting of Gustave A. Le More and Léontine Le More, claimants of 830 bales of cotton, and the proofs on file, and the court having considered and being now sufficiently advised in the premises, finds that the said claimants are not entitled to the said 800 bales of cotton, or the proceeds thereof.

It is therefore ordered, adjudged, and decreed by the court that the said claim be dismissed at the cost of the claimants, and that execution issue therefor.

In the light of the circumstances under which these two lots of cotton were purchased by Jules Le More, as agent of the firm of G. A. Le More & Co., considering the fact that the two purchases were made under like conditions of time, locality, payment, possession, and removal, the honorable Commission would undoubtedly be at a loss to understand how such apparently inconsistent and contradictory decrees could have been rendered by the same court, but for the explanation which is found in the "opinion of the court" in the claim for 830 bales, which is here appended in full:

Opinion of the United States district court.

In April, 1864, the United States Navy seized 910 bales of cotton, on the banks of the Ouachita River, in the State of Louisiana. That part of Louisiana was then subject to rebel dominion, and had been from the breaking out of the rebellion. The cotton was brought into this district and libeled as prize of war. It was sold under an interlocutory decree, and the proceeds deposited to the credit of the court. There are three claimants to these proceeds: Withenbury & Doyle, Grieff & Zunts, and G. A. Le More & Co. These claims are now submitted to the consideration of the court. The proof discloses this state of facts:

1. The cotton was raised by Tatum and Simmons, near the place of seizure, and sold by them to the Government of the so-called Confederate States in December, 1862.

2. Withenbury & Doyle, being citizens of the State of Ohio, purchased the cotton from A. W. McKee, an agent of the Confederate States, in January, 1864. When the rebellion commenced they were owners and masters of two steamboats running between New Orleans and Upper Louisiana. With these boats they rendered services to the Confederate authorities. The cotton was sold to them in consideration of these services. They, however, insist that the services were rendered under compulsion. They had the permission of the general commanding the United States forces in the Department of the Gulf, to pass through the United States lines into Upper Louisiana, and bring to New Orleans and sell 2,500 bales of cotton.

3. On the capture of New Orleans by the United States forces, in May, 1862, the Louisiana State Bank, a monied corporation, located in that city, had on hand a large amount of Confederate currency. In December, 1862, the commander of the United States forces in New Orleans authorized the bank to dispose of this currency in the

purchase of cotton within the rebel lines. Under this permission an agent of the bank passed through the United States lines into Upper Louisiana, and purchased the cotton in question of a subagent of McKee, in August, 1863. And in March, 1864, the bank sold the cotton to Grieff & Zunts.

4. Early in March, 1864, Leon Queyrouze, a naturalized citizen of the United States, residing in New Orleans, purchased the cotton of Buckner, an agent of the Confederate States. And later in that month Queyrouze sold the cotton to G. A. Le More & Co., citizens and residents of France.

5. Section 5 of the act of Congress of July 13, 1861, among other things, provides that "it may and shall be lawful for the President, by proclamation, to declare that the inhabitants of such State, or any section or part thereof, where such insurrection exists, are in a state of insurrection against the United States, and thereupon all commercial intercourse by and between the same and the citizens thereof and the citizens of the rest of the United States, shall cease and be unlawful so long as such condition of hostility shall continue."

The same section also contains this proviso: "That the President may, in his discretion, license and permit commercial intercourse with any such part of said State or section, the inhabitants of which are so declared in a state of insurrection, in such articles and for such time, and by such persons, as he, in his discretion, may think most conducive to the public interest, and such intercourse, so far as by him licensed, shall be conducted and carried on in pursuance of rules and regulations prescribed by the Secretary of the Treasury."

On the 17th of August, 1861, the President issued a proclamation declaring "that the inhabitants of the said States of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida (except the inhabitants of that part of the State of Virginia lying west of the Allegheny Mountains, and of such other parts of that State and the other States hereinbefore mentioned as may maintain a loyal adhesion to the Union and Constitution, or may be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents), are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States, and other parts of the United States, is unlawful, and shall remain unlawful, until such insurrection shall cease or has been suppressed."

We do not entertain a doubt as to the true intent and meaning of the act of July 13, 1861. Indeed, the language is so clear and explicit as to render discussion unnecessary. The act interdicts all commercial intercourse between the loyal and insurrectionary parts of the Union during the existence of the rebellion, except what may be licensed by the President, and conducted under regulations to be prescribed by the Secretary of the Treasury. It expressly declares all commercial intercourse, not within the exception, to be unlawful. Prohibition is the rule, and license the exception. The inhabitants of the loyal and disloyal districts are rendered incapable of dealing with each other so long as the rebellion continues. Every contract between them not founded on a license is simply void. It neither passes title nor gives a right of action.

The act invests the President with the power to put the prohibition into operation, and define the limits of insurgent territory. This power was exerted by the proclamation of August, 1861, and from that date the prohibition had all the force of positive law.

It is clear that the contract between Withenbury & Doyle and the Confederate agent was within the prohibition. It was an act of commercial intercourse between the citizens of Ohio and of that part of Louisiana in insurrection, in violation alike of the letter and spirit of the statute. The contract was therefore null and void. The claimants acquired no title to the cotton. The question of ownership remained unaffected by the transactions between the parties. They had no legal capacity to trade with each other. While the rebellion continued, it was not in the power of these claimants to acquire title to this property except through a license from the President.

It is equally clear that the Louisiana State Bank was within the prohibition. It is true that the city of New Orleans was originally within insurgent territory; but, on its capture and permanent occupation by the United States forces, it fell within the last exception in the President's proclamation, and ceased to be in a state of hostility to the United States. Such was the ruling of the Supreme Court of the United States in the case of "The Venice" (2 Wallace, 258). And the President, in his proclamation of March 31, 1863, in again defining the limits of the insurrection, expressly excepts New Orleans. And this act of the President was prior in date to the purchase by the bank. It follows that, after the 6th of May, 1862, the prohibition extended to the inhabitants of New Orleans, and they had no more right to trade with Upper Louisiana than had the inhabitants of Ohio or Illinois. Nor can the purchase of the bank be sustained under the permission of the commanding general. The President *alone could* authorize commercial dealing within the Confederate lines. As the bank

acquired no title, it had none to transfer to Grieff & Zunts. The latter have, therefore, no interest in the property in dispute.

The case of G. A. Le More & Co. is just as free from doubt. Queyrouze, through whom they claim, was clearly within the prohibition. He had no legal capacity to deal with the Confederate agent. He acquired no title to the cotton, and consequently had none to transfer to Le More & Co. The fact that they were citizens of France does not alter the case. If they had purchased directly from the Confederate agent, perhaps they would have acquired title. But it is useless to enter upon the discussion of that question. It is enough, for all the purposes of this case, to say that they received no title to the cotton, for the reason that Queyrouze had none to impart.

All of the claims must be dismissed.

The honorable commissioners perceive, from the reading of this opinion, that the point upon which the decree of the court in the claim for 830 bales rests is that Léon Queyrouze was a resident of New Orleans—a loyal district—at the time when he acquired the cotton from the Confederate Government, and that, therefore, under the provisions of the act of July 13, 1861, prohibiting all intercourse between the inhabitants of the "loyal" and "disloyal" districts of the United States, he acquired no valid title to the cotton by his purchase from or exchange with the agent of the Confederate Government, and could impart none to the agent of G. A. Le More & Co.

Against this proposition your memorialists have always protested, and do now protest. It embodies a grave error of fact (as to the political status of Queyrouze) and an error of law (as to the effect of the provisions of said act of Congress of July 13, 1861, upon the purchase, immediately followed by possession, by Jules Le More, the agent of a neutral foreign firm, in good faith and for a valuabl consideration, of movable property found in the possession ol a person known by him to have been for some time past a resident of Mexico and not a loyal citizen or inhabitant of the United States). But the discussion of this matter must be deferred for the present.

From the decree of the district court of the United States for the southern district of Illinois your memorialists appealed to the Supreme Court of the United States, which, at its December term of 1867, rendered its decision affirming the decree of the inferior court. The ground for this decision is found in the following extract from the opinion of the court, to wit: "Withenbury and Doyle being citizens and residents of Ohio; Queyrouze being a citizen of Louisiana and a resident of New Orleans, and the Bank of the State of Louisiana being a local institution of that city when they purchased, their purchases were all illegal and void, and passed no title to the vendees."

While your memorialists are not prepared to affirm that the jurisdiction of the prize courts of the United States does not extend to captures on land, they respectfully insist that, if such jurisdiction exists, the proper guide and rule of decision, in cases where the rights of neutrals are concerned, should be the public law of nations, and not mere local, municipal regulations like the act of Congress of July 13, 1861, upon which the two above-mentioned decisions were expressly based. Therefore your memorialists claim that while the proceedings in these courts were apparently regular in form, they were as irregular in essence and in fact as if they had been *ab initio* affected by the vice of want of jurisdiction.

Shortly after the rendition of the last-mentioned judgment the late Mr. Caleb Cushing discovered that, either through design or by inadvertence, the printed record of the case which had been prepared for submission to and the use of the judges of the Supreme Court had been garbled by the omission of the answer of Queyrouze to a question concerning his domicile at the time of his sale of the cotton to Le More—the question of Queyrouze's domicile being the most vital point in the whole case. Mr. Cushing therefore presented to the court the following motion for a bill of review, to wit:

Supreme Court of the United States. December term, 1868.

To the Honorable Chief Justice and Justices of the Supreme Court of the United States:

The petition of Gustave A. Le More and Léontine Le More, trading and doing business in the name and style of G. A. Le More & Co., respectfully represents—

That in a certain suit which was depending before your honors at the December term, 1867, entitled G. A. Le More & Co., claimants and appellants, against the United States, on appeal from the circuit court of the United States for the district of Illinois, it was adjudged and decreed by your honors that the decree of said court, adverse to your petitioners, stand affirmed.

Your petitioners further represent that said judgment of this court was formed solely and exclusively upon the assumption, as appears by the opinion of your honors in the premises, that one Léon Queyrouze, under and by sale from whom your petitioners acquired title to the property in controversy, was, at the time of purchase by

him, incompetent to have acquired or to pass title, by reason of said Queyrouze being, at the time of such purchase and sale by him, a citizen of the State of Louisiana, resident at New Orleans.

Your petitioners further represent that such assumption, touching the residence of said Queyrouze, was an error in fact, as your petitioners aver and are ready to prove.

Your petitioners further represent that such erroneous assumption aforesaid appears to have originated in errors and defects of the printed transcript in the hands of this court.

The transcript of the record of said circuit court, as certified to this court, contains the deposition of Léon Queyrouze.

In the printed copy of said deposition, which was before the court in the argument and decision of this case, is found the following passage:

"Interrogatory 10. Of what country are you a native; where were you residing at the time you sold the cotton to Le More?

"Interrogatory 11. Have you any reason to know that Le More believed you were neutral in the civil war then raging in the United States?

"Answer to 11th interrogatory. Yes; from my declarations to him, and from the fact of my being a Frenchman."

Your petitioners further represent that the answer to the 10th interrogatory is wanting in said printed transcript, by mistake of the printer or otherwise, but is found in the authentic written transcript, in the words following, namely:

"I am a native of France. I was residing in Mexico at the time I sold this cotton to Le More." (Tr., p. 231.)

By which answer it appears that said Queyrouze was not, at the time in question, a resident of New Orleans or of the State of Louisiana.

Your petitioners further represent that nothing contrary to this appears in the record, and that said Queyrouze in fact was not at that time a resident of New Orleans or the State of Louisiana.

Your petitioners further represent that, owing to the time occupied in the discussion of other parts of the case, this particular question of fact does not appear to have been specifically discussed by counsel or brought to the attention of the court; its decisive importance becoming apparent only in and by the opinion of your honors.

In verification of the main fact your petitioners annex hereto a deposition of said Queyrouze, testifying and showing in full that at the time of the transactions in question he was not a resident of New Orleans or of Louisiana.

Wherefore your petitioners respectfully pray the court to have before it the record and proceedings in said cause, to inspect the same, and, for the correction of the error aforesaid, to do whatever of right and according to the laws and custom of the United States should be done.

By C. CUSHING,
Counsel.

This motion the court, for purely technical reasons, declined to allow, as appears from the following order, to wit:

Supreme Court of the United States, No. 107. December term, 1868.

G. A. LE MORE & CO., CLAIMANTS, APPELLANTS, v. THE UNITED STATES.	Appeal from the district court of the United States for the southern district of Illinois.

This is a petition that the court will cause to be brought before it the record and proceedings in a cause which was argued and disposed of by decree at the last term, in order to correct an error in the printed transcript of the record.

To make the allowance of the prayer of the petitioners available to them, through the correction of the alleged error, it would be necessary to recall the mandate sent to the inferior court, to set aside the decree rendered at the last term, to rehear the cause, and make a new decree. This cannot be done without reversing the settled and uniform practice of the court, and the petition must, of course, be denied.

Thus your memorialists, having patiently pursued and exhausted every remedy afforded them by the judicial tribunals of the United States, were compelled to have recourse again to the intervention of their own Government through its diplomatic representative to obtain a correction of the denial of justice, which, in consequence of the imperfect presentation of their claim and a vital error of fact, they had suffered at the hands of one branch of the Government of the United States.

The evidence in the case will show with what persistency successive ministers of France at Washington, moved by a profound sense of the equity and justice of the claim of G. A. Le More & Co., for the restitution of their property unjustly taken from them, or its equivalent in money, pressed the claim before the American Department

of State. With the permission of the Commission the memorialists will, as both the most succinct and comprehensive mode of exhibiting the views and reasoning of the representatives of the two Governments upon this matter, present here, in the language in which they were written, the communications of the Comte de Faverney, of the 21st of May, 1869, and of Mons. Berthémy of May 23, 1870, to the Secretary of State, and the letter of the Hon. Hamilton Fish of June 29, 1870, in response to both of these communications:

Letter of the Comte de Faverney.

WASHINGTON, 21 *mai* 18

Monsieur HAMILTON FISH, ETC.:

M. de Geofroy, à cette époque chargé d'affaires de France à Washington, a eu, à plusieurs reprises, et notamment le 13 juin 1864, l'honneur d'appeler l'attention du secrétaire d'état, M. Seward, sur une réclamation formée par des sujets français, MM. Le More & Cie., à la suite d'une saisie de cotons opérée au mois d'avril de la même année, par le capitaine Foster, de la marine fédérale, sur les bords de la rivière Ouachita, en Louisiane.

Son excellence M. Seward répondit à cette communication en date du 19 août suivant; dans cette note le secrétaire d'état exposait à M. de Geofroy l'impossibilité où se trouvait le Gouvernement des États-Unis d'accepter aucune responsabilité pour ce fait de guerre, "tant que les intéressés," disait-il, "n'auraient pas fait constater devant l'autorité judiciaire le titre en vertu duquel ils revendiquaient les marchandises confisquées."

Conformément à cette indication, MM. Le More & Cie. ont successivement porté leur affaire devant la cour de district d'Illinois, siégeant comme cour de prises, et devant la Cour Suprême des États-Unis; leur demande fut écartée par ces deux cours.

C'est dans ces circonstances que leur réclamation fut signalée une seconde fois à l'attention de son excellence M. Seward, par M. Berthémy; à la date du 3 mai 1868, il demandait au secrétaire d'état de vouloir bien, en exécution de la promesse que celui-ci avait faite dans sa note du 19 août 1864, appliquer à la réclamation de MM. Le More & Cie. le principe de droit international en vertu duquel un recours direct au Gouvernement est réservé aux étrangers contre les décisions d'un tribunal de prises.

Des raisons graves et spéciales déterminaient M. Berthémy à adresser cette demande à M. Seward; MM. Le More lui affirmaient qu'ils étaient en mesure de démontrer d'une façon satisfaisante, à l'aide de documents authentiques, l'inexactitude du fait matériel sur lequel se fondait l'arrêt qui les condamnait.

En effet, le sieur Queyrouze (comme le prouvent les pièces justificatives annexées à la note de M. Berthémy en date du 3 mai), de qui MM. Le More & Cie. ont acquis directement les cotons qui font l'objet de leur réclamation, était, à l'époque où cette vente a u lieu, au service de la confédération, et non pas, comme le dit l'arrêt de la Cour Suerême, "*un citoyen des États-Unis naturalisé, résidant à la Nouvelle-Orléans.*"

Vis-à-vis des étrangers comme l'étaient les acquéreurs, M. Queyrouze se trouvait donc dans la même position légale que tout autre citoyen rebelle, et dès lors la transaction intervenue entre eux et lui constituait à leur profit un titre dont la validité ne saurait être atteinte par la section V de l'acte du 13 juillet 1861, interdisant tout commerce entre l'Union et les États déclarés en insurrection. Ce principe avait d'ailleurs été indirectement reconnu par l'arrêt de la cour de district, dont les considérants portent que, *s'ils (MM. Le More & Cie.) avaient acheté directement de l'agent confédéré, ils auraient peut-être acquis un titre.*"

A cette demande, M. Seward répondit en communiquant officieusement à M. Berthémy une consultation du chef du bureau des réclamations, M. Peshine Smith. "Les réclamants," y disait M. Peshine Smith, "n'ont pas démontré qu'ils ont épuisé toutes les resources légales pour établir leurs droits, et, dès lors, il n'y aurait pas lieu pour eux à en faire l'objet d'une discussion diplomatique."

M. Peshine Smith suggérait alors deux nouveaux modes de recours à la justice: 1°. l'intervention devant la cour de Springfield à l'occasion du jugement qu'elle allait rendre le mois suivant (terme de juin) pour ordonner l'attribution au trésor des fonds provenant de la vente des cotons saisis; 2°. l'introduction d'une instance devant la cour des "claims," à la condition de la présenter avant le 20 du mois d'août de la même année. En date du 19 mai M. Berthémy demanda dans une nouvelle note à M. Seward, s'il persistait dans les conclusions du rapport de M. Peshine Smith; ces conclusions soulevaient en effet dans l'esprit du Ministre de France les objections les plus sérieuses, comme le prouve sa note à la date sus-mentionnée. M. Seward répondit, cependant, le 1er juin suivant, en communiquant à M. Berthémy une nouvelle consultation de M. Peshine Smith, dans laquelle celui-ci reproduisait et maintenait les arguments de la première.

Placés en présence de ces faits, MM. Le More durent donc faire un nouvel appel aux tribunaux. Sur ces entrefaites, un examen attentif de tout le dossier de leur affaire vint leur expliquer l'erreur commise par la Cour Suprême lorsqu'elle les avait

déboutés de leur demande, en se fondant sur ce que Queyrouze était, au dire du jugement, citoyen de la Louisiane et résidant à la Nouvelle-Orléans.

Ce fait, qui servait de fondement à tout le raisonnement de la Cour Suprême, reposait sur une erreur matérielle, comme le prouve le dossier original déposé au greffe de la Cour. En effet, on lit dans l'interrogatoire *manuscrit* de Queyrouze:

"Question 10. Dans quel pays êtes-vous né; où résidiez vous quand vous avez vendu le coton à Le More?

"Réponse. Je suis né en France; *je résidais au Mexique quand* j'ai vendu le coton à Le More."

Or cette réponse décisive était omise dans les documents imprimés.

Ces faits nouveaux changeaient l'aspect de la réclamation; en conséquence, MM. Le More se décidèrent à porter une seconde fois leur affaire devant la Cour Suprême; ils lui demandèrent donc (terme de décembre 1868) de se faire présenter les documents originaux, et de décider en conséquence (pétition présentée à la Cour Suprême par M. Caleb Cushing, conseil de MM. Le More, terme de décembre 1868). La Cour Suprême a prononcé son jugement le 22 mars courant; elle a débouté les demandeurs en se fondant sur de simples fins de non-recevoir, tirées uniquement de sa pratique constante.

C'est dans ces circonstances si différentes que je soumets de nouveaux à Votre Excellence la réclamation de MM. Le More, et que je demande en leur nom que cette affaire soit examinée par le département exécutif du Gouvernement, de manière à ce que MM. More puissent obtenir enfin justice.

En effet, il résulte de cet exposé:

1. Que des faits d'une importance décisive pour le succès de leur réclamation, bien que consignés dans leur dossier déposé à la Cour Suprême, sont, pour des raisons étrangères à MM. Le More, restés entièrement inconnus à la Cour.

2. Que si la Cour les avait connus, ils eussent probablement modifié sa décision.

En ce qui a trait à la nouvelle instance devant la cour de district de Springfield, que conseillait M. Peshine Smith dans ses consultations du 18 mai et 1er juin 1868, les explications que je viens de donner sur les différences entre le manuscrit et le dossier imprimé, soumis à la Cour Suprême, démontrent suffisamment qu'il n'y avait pas lieu de la former. D'ailleurs, en fait, la consultation de M. Peshine Smith fut communiquée à M. Berthémy le 1er juin, c'est-à-dire, le jour même où l'affaire eut dû être appelée à Springfield, Ill.

Quant à la cour des "claims", en admettant même, ce qui paraît infiniment douteux, que cette cour eut pu avoir jamais juridiction dans cette affaire MM. Le More me font observer qu'une question décidée souverainement par la Cour Suprême ne pourrait être portée devant la cour des "claims." Enfin je dois faire remarquer à Votre Excellence que les délais pour commencer une instance de cette sorte devant cette cour sont en tous cas expirés.

Agréez, etc.,

COMTE DE FAVERNEY.

Letter of Mr. Berthémy.

LÉGATION DE FRANCE AUX ÉTATS-UNIS,
Washington, le 23 *mai* 1870.

Monsieur le Secrétaire d'État:

A la date du 21 mai 1869, M. le comte de Faverney, alors chargé d'affaires de France, adressa au Département d'État une note relative à la réclamation de MM. Le More & Cie. Il y exposait la situation dans laquelle se trouvait placée cette affaire, les réclamants, conformément à l'avis qui leur avait été donné par le Département d'État, ayant épuisé tous les moyens de recours que pourraient leur offrir les tribunaux.

Dans le courant du mois d'août suivant, MM. G. A. Le More & Cie. demandèrent à M. le comte de Faverney de vouloir bien communiquer au Département d'État un mémoire imprimé où se trouvaient exposés leurs principaux arguments. Ce mémoire vous fut également transmis. Toutefois, à cette époque, il avait été impossible à MM. G. A. Le More & Cie. de se procurer les copies authentiques de certains documents d'une grande importance pour le succès de leur cause. Aujourd'hui ils sont en possession de ces pièces, et ils me prient de vous les soumettre comme complétant les preuves précédemment communiquées par la légation à la Secrétairerie d'État.

Ces documents, dont copie authentique est ci-jointe, établissent que MM. G. A. Le More & Cie. réclamaient deux lots de coton, l'un de 323 balles et l'autre de 830 balles, qui avaient été vendus à Cairo par le Marshal des États-Unis et qu'ils obtinrent gain de cause pour le lot de 323 balles (Document A).

Dans cette première affaire, la validité du "status" de MM. Le More & Cie. comme citoyens français, acquéreurs de bonne foi, et leur droit à recouvrir le dit lot de coton furent judiciairement reconnus par la cour de district; le produit de la vente du coton, après déduction des frais encourus, leur fut adjugé et payé.

En ce qui concerne la seconde affaire (Document B), la décision fut contraire à MM. G. A. Le More & Cie., qui en appelèrent à la Cour Suprême des États-Unis.

Or, il ressort du dossier déposé à la Cour Suprême que, dans ce cas, les décisions adverses de ce même tribunal et de la cour de district reposent toutes deux sur une erreur de fait; le jugement et l'arrêt qui le confirme supposent à tort que Léon Queyrouze, qui avait vendu les 830 balles, était domicilié à la Nouvelle-Orléans au moment où MM. Le More & Cie. les avaient acquises de lui. Cette erreur ayant été reconnue, tant par la comparaison du dossier "manuscrit" avec le dossier "imprimé" que par les documents ultérieurs mentionnés au mémoire, la justice ne demande-t-elle pas que la seconde réclamation de MM. G. A. Le More & Cie. soit envisagée au même point de vue que la première déclarée bonne et valide?

En d'autres termes, dans la première de ces affaires la cour établit en faveur de MM. G. A. Le More & Cie. des principes de droit et d'équité qui son également applicables à la seconde et qui lui eussent été assurément appliqués sans l'erreur commise à l'égard de la résidence de Léon Queyrouze.

En effet, ainsi que le dossier le constate, les deux lots de cotons ont été acquis dans "des conditions identiques" de temps, de localité, de paiement, de possession, de déplacement, etc. La seule différence consiste en ce que MM. Le More & Cie. achetèrent les 323 balles de Lazare et Pargoud, tandis qu'ils achetèrent les 830 balles de Léon Queyrouze.

Agréez, etc.,

BERTHÉMY.

Letter of Mr. Fish.

DEPARTMENT OF STATE,
Washington, 29th June, 1870.

SIR: I have the honor to acknowledge the receipt of your note of the 23d of last month in relation to the claim of Messrs. G. A. Le More & Co. That note refers to a previous one addressed to this Department by the Count de Faverney, under date of the 21st of May, 1869. It appears from the latter and its inclosures that the claim of Messrs. Le More had been adjudged by the Supreme Court of the United States to be unfounded and inadmissible at its December term of 1867. That decision proceeded upon the assumption that one Léon Queyrouze, from whom the Messrs. Le More acquired their alleged title to 830 bales of cotton, was, at the time of his purchase of such cotton from an agent of the late rebellion in Texas, himself a citizen of Louisiana and a resident of New Orleans, where the authority of this Government had been re-established. It was adjudged upon this assumption, and in view of the acts of Congress prohibiting commercial intercourse with the inhabitants of the States in insurrection, that Queyrouze could not acquire and could not transmit to the claimant any valid title to the cotton in question.

It further appears that at the December term of 1868 the claimants brought to the notice of the Supreme Court that, by an error in printing the transcript of evidence, the sworn statement of Queyrouze, that he was residing in Mexico at the time of selling the cotton to the claimants, was left out of the record upon which the court founded its judgment. The court, however, assuming the correctness of this statement, did not think it proper to rehear the cause or take any other step towards reversing its previous judgment; and accordingly, on the 22d of March, 1869, made an order denying the petition of the claimants.

The only new fact brought under consideration by the note to which this is in reply, is that the same district court of the United States for the southern district of Illinois, which in the first instance denied the right of the claimants to the 830 bales of cotton now in question, has given judgment in their favor for the proceeds of 323 bales of cotton, which it is said were acquired under the same conditions of time, locality, possession, removal, &c., the only difference being that the 323 bales were purchased from Lazare and Pargoud, while the 830 bales were purchased from Queyrouze.

All that can be properly inferred from this statement is that Messrs. Lazare and Pargoud were under no such disability of trafficking with the rebels as were assumed to affect Queyrouze.

I need not remind your excellency that in order to justify a reclamation against the final decision of a court of last resort it must be shown that there has been a manifest failure of justice in a case admitting of no reasonable doubt. Every presumption is in favor of the judgment, and he who assails it lies under the burden of proving positive error. It is not sufficient that from any mischance or inadvertence the opinion of the judges has declared an inadequate reason for their judgment, if any good reason can be found to support it. In the case under consideration I must believe it to have been the judgment of the Supreme Court that the little scrap of evidence which appears to have escaped its notice on the original hearing would not, if it had then been before the judges, have affected their conclusions. It is not incumbent upon me to trace the line of argument which the court would have pursued if the facts had been

presented at the original hearing in the same form they are now submitted to me, and as they were submitted to the court on the application for a rehearing. They were in substance that Léon Queyrouze, a native of France, but naturalized citizen of the United States, a major in the militia of the State of Louisiana, and subsequently in the rebel army, was wounded and captured at the battle of Shiloh; that while under detention at New Orleans he repeatedly refused to take the oath of allegiance, and was finally discharged by the order of Major-General Butler under condition of his absenting himself from the United States. He went to Havana, and from thence, after remaining about four months, to Matamoros, in Mexico, from whence he made occasional incursions, as pleasure or interest dictated, into those parts of Texas and Louisiana which for the time were occupied by the rebel forces. Upon one of these journeys he purchased the cotton in question from a public agent of the organization which controlled the rebel operations and usurped the title and functions of a government.

Upon these facts I think it may be justly argued that Léon Queyrouze, banished in effect from the United States because of his stubborn disloyalty, obtained no exemption from the restriction against commercial intercourse with the rebels which rested upon citizens of unstained patriotism. If he could, it would convert a punishment into a privilege. It would open to a person known to be hostile to the Government a free avenue to a traffic so seductive and corrupting that the common judgment of civilized nations has denied it to the most loyal and deserving.

If the phraseology of our statutes be construed as failing to reach Queyrouze because he had not his local habitation in a loyal district, it is to be observed that these statutes are simply in affirmance of the well-recognized rule of public law which, in the language of Chancellor Kent, "has put the sting of disability into every kind of voluntary communication and contract with the enemy made without the special permission of the Government."

It can scarcely be necessary to remark that a citizen of the United States, whether within or without their territorial jurisdiction, can never be recognized as having the character or right of a neutral. The obligations of his allegiance cling to him, however he may affect to disregard or endeavor to evade them.

Impressed by such considerations, the Executive Department cannot address to Congress, which alone has the power to compensate the Messrs. Le More, any recommendation of their claim.

Accept, sir, &c.,

HAMILTON FISH.

On another occasion the fallacy of the argument contained in the foregoing communication of Mr. Fish—particularly that portion of it which relates to the true meaning and proper interpretation of the so-called "non-intercourse act" of Congress of July 13, 1861—will be discussed and combated at length, but it may not be amiss to call the attention of the Commission at this point to the singular and illogical position assumed by the Secretary of State in the sentence we have italicized, so far as it denies to Queyrouze the same rights and privileges accorded to the millions of other residents of the Confederate States who had been citizens of the United States. If a citizen of the United States, whether within or without their territorial jurisdiction, "can never be recognized as having the character or right of a neutral" and "the obligations of his allegiance cling to him, however he may disregard or endeavor to evade them," how does it happen that the judicial and other departments of the Government have recognized in hundreds of instances—among others, in the case of the purchase by Jules Le More of 59 bales of cotton from Alexander Lazare—the perfect right of individuals who had renounced their former citizenship and their allegiance to the United States and had embraced the cause of the Confederacy to trade with that Government and other individuals similarly circumstanced, and with neutrals? The gist of Mr. Fish's argument is that Queyrouze, having been once a citizen of the United States, could not, under the law of nations, lose such citizenship either through banishment by the French authorities or by voluntary expatriation. This assumption, besides being in direct conflict with the principle of the liberty of self-expatriation so strenuously insisted upon by the Government of the United States since its foundation, seeks to establish, in reference to the claim of your memorialists, a rule of construction and decision as to the status and acts of Queyrouze different from that which the various departments of the American Governments have long since adopted as to the status and acts of other persons affected by the American civil war.

The evidence to be submitted will show that Queyrouze was banished from New Orleans and the United States, after his recovery from wounds received as a Confederate officer at the battle of Shiloh, because of his bitter hostility to the Union; that he took up his residence in the city of Matamoros, Mexico, and there established himself in commercial business; that during his residence there the Confederate Government took possession of 415 bales of cotton which he had acquired in the course of

his business; that, by way of indemnity, he was offered double this quantity of cotton on the banks of the Ouachita River, this offer being made in pursuance of the practice which had been established of allowing two bales in an exposed situation for every bale that was taken at a place beyond the reach of the enemy, and that Queyrouze, having gone to the Ouachita region to obtain possession of these 830 bales of cotton, there received them, and shortly afterwards sold them to your memorialists, acting through their agent, Jules Le More, for a valuable consideration.

If this whole transaction was not, in the eyes of the law of nations, a perfectly legitimate one—as much so as if Queyrouze had been at the time a resident of Havre—then your memorialists are at a loss to understand how any transaction between the Confederate Government and neutrals, or between that Government and the persons acknowledging its sovereingty and giving to it their adhesion and allegiance, could have received from the United States and foreign powers the stamp of legality. Queyrouze was what had been called a "violent rebel." He not only refused, on his return from Shiloh, to take the oath of allegiance, but actually, in reponse to a proclamation of General Butler of September 24, 1862, registered himself as an enemy of the United States. He was devoted, heart, body, and soul, to the cause of the Confederacy, and had given proof of remarkable personal valor at Shiloh. But for physical disabilities resulting from severe wounds he would have continued in the military service of the Confederacy. He established himself in business at Matamoros, with a view of providing for himself a comfortable livelihood. So deep-rooted was his devotion to the Confederate cause that, after the war, he could with difficulty be prevailed upon by his friends to return to Louisiana.

Such was the career of the person whose acceptance of 830 bales of cotton from the Confederate Government by way of indemnity for 415 bales taken from him is sought to be stamped with illegality and nullity to the prejudice and ruin of a neutral firm acting in good faith and engaged in an enterprise honorable in itself and sanctioned by the law of nations. If Queyrouze's transaction with the Confederate Government was illegal and void, every act of sale, every transfer of property, every contract of marriage made within the lines of the Confederacy during its existence, was equally null and void. The mere statement of the proposition is sufficient to establish its untenability.

At the outbreak of the war between the Northern and Southern States Queyrouze renounced his allegiance to the Union and became a citizen of the Southern Confederacy. Louisiana had been his residence. By virtue of the proclamation of the President of August 16, 1861, and of several acts of the Federal Congress, the inhabitants of that State and others, so long as they remained in a state of armed hostility, were regarded and treated as enemies of the United States. By the hazard of war Queyrouze was brought to the city of New Orleans in the spring of 1862. In order to avoid and escape even the presumption of loyalty that might have attached to him upon the occupation of the city by the Federal troops he registered himself as an enemy of the United States. So far from resisting the banishment with which he was threatened, he voluntarily expatriated himself.

Thus, by every act in his power—by taking up arms, by formal self-registration as an enemy, by constant act and word, by self-expatriation, and by foreign residence—he renounced his allegiance to and citizenship in the United States, and proclaimed his devotion to the Confederacy. If these acts be not sufficient to operate a change of citizenship and domicile in the eyes of the American Government, then your memorialists respectfully submit that the American doctrine of liberty of expatriation must be abandoned, the treaties of the United States with foreign Governments on that subject should be abrogated, and the American people must renounce one of the dearest tenets of their political creed and revert to the ancient English doctrine: "Once a citizen always a citizen." Such a thing as involuntary citizenship is foreign to the spirit of American institutions. After Queyrouze's expatriation the United States Government owed him no protection, and he owed that Government no allegiance.

Your memorialists have dwelt at length upon this branch of their claim because the adverse decisions from which they have so long suffered and against which they have so often protested have been made, both by the courts and the State Department, to turn upon the political status of Queyrouze. Your memorialists now respectfully submit that, having exhausted all the remedies afforded them by the power against the acts of whose authorities they complain, they are entitled to seek a redress of their grievances from the honorable Commission established to effect a peaceable settlement of claims of French and American citizens against the Governments of the United States and France respectively. They believe that they have brought themselves within the rule established by long usage and precedent as to the time when and circumstances under which a private citizen who feels himself aggrieved by the sentence of a prize court of a foreign State may apply to his own State for a remedy.

It is to be noted that the judicial proceeding had against the claimants' cotton was in the prize court of the United States, and to enforce condemnation as marine prize, the seizure of the cotton being considered and treated exclusively as a naval capture.

Wheaton, speaking upon the subject of the remedy where the property of subjects of a neutral power had been improperly condemned in a prize court, says, quoting and adopting Rutherforth:

"The imperfection of the voluntary law of nations, in its present state, cannot oppose an effectual bar to the claim of a neutral Government seeking indemnity for its subjects who have been unjustly deprived of their property under the erroneous administration of that law. * * * The moment the decision of the tribunal of the last resort has been pronounced (supposing it not to be warranted by the facts of the case and by the law of nations applied to those facts), and justice has been thus finally denied, the capture and condemnation become the acts of the State, for which the sovereign is responsible to the Government of the claimant. * * * The tribunals of a State are but a part, and only a subordinate part, of the government of the State. But the right of redress against injurious acts of the whole Government, of the supreme authority, incontestably exists in foreign States whose subjects have suffered by those acts. Much more clearly, then, must it exist when those acts proceed from persons, authorities, or tribunals responsible to their own sovereign, but irresponsible to a foreign Government otherwise than by its action on their sovereign." (Wheaton's International Law, by Dana, sec. 392.)

"The captors * * * are bound to submit to its (the prize court's) sentence, though this sentence should happen to be erroneous, because it has a complete jurisdiction over their persons. But the other parties to the controversy, as they are members of another State, are only bound to submit to its sentence so far as this sentence is agreeable to the law of nations or to particular treaties. * * * If justice, therefore, is not done to them they may apply to their own State for a remedy." (*Ibid.*, sec. 393.)

"In conformity with these principles the United States, under the treaty of 1794 with Great Britain, obtained indemnity for her citizens in cases where there had been a final sentence of condemnation." (*Ibid.*, sec. 395.) "So the United States obtained similar indemnities under the treaty of March 28, 1830, with Denmark." (*Ibid.*, sec. 397.)

"The true nature of a prize tribunal may be described by a phrase for which, indeed, I find no precedent, but which is nevertheless appropriate, an inquest by the State." (*Ibid.*, Dana's note, 186, sec. 388.)

"The responsibility for the capture and condemnation lying upon the State, as a belligerent act, the State is not bound by a favorable decision of its own tribunal. It may, and should, notwithstanding the decree of condemnation, make restitution or compensation on the demand of the sovereign of the claimant if justice * * * require it." (*Ibid.*)

From these citations we submit that the law is clear, that if the claimants have been deprived of their property by the erroneous judgment of the prize courts, the United States are bound to indemnify them.

Concerning the question of the proper time for the intervention of the claimants, Mr. Wheaton lays down the rule as follows:

"If justice has not been done to them (the neutral claimants) they may apply to their own State for a remedy. * * * In order to determine when their right to apply to their own State begins, we must inquire when the exclusive right of the other State to judge in the controversy ends. As this exclusive right is nothing else but the right of the State to which the captors belong to examine into the conduct of its own members before it become answerable for what they have done, such exclusive right cannot end until their conduct has been thoroughly examined. * * * Since, therefore, it is usual in maritime countries to establish not only inferior courts of marine to judge what is and what is not lawful prize, but likewise superior courts of review, to which the parties may appeal if they think themselves aggrieved by the inferior courts, the subjects of a neutral State can have no right to apply to their own State for a remedy against an erroneous sentence of an inferior court till they have appealed to the superior court, or to the several superior courts, if there are more courts of this sort than one, and till the sentence has been confirmed in all of them. * * * After the sentence of the inferior court has been thus confirmed the foreign claimants may apply to their own State for a remedy, if they think themselves aggrieved." (Wheaton, sec. 393.)

But the claimants do not rest their claim exclusively upon the capacity of Queyrouze to treat with the Confederate Government. They will at the proper time request the representative of their Government to urge before this honorable Commission the proposition that the undoubted possession of the cotton acquired by Jules Le More, the agent of your memorialists, in good faith, and for a valuable consideration, was alone sufficient under the code of Louisiana, which should govern the transaction, and also by the common and civil laws, to vest the property absolutely in the

claimants, whether Queyrouze's title was bad or good, and that its seizure by the naval forces of the United States was utterly unwarranted and illegal.

Your memorialists further represent that it will appear from a certificate of February 16, 1870, of George P. Bowen, clerk of the district court of the United States for the southern district of Illinois, that the gross proceeds of the sale of the 830 bales claimed by your memorialists amounted to the sum of $350,726.46, and that the costs and expenses paid out of said gross proceeds, including the expenses of weighing, storage, carting, and rebaling of said cotton, and the United States taxes and assessments thereon amounted to the sum of $41,566.06.

Your memoralists have never understood how the charges upon this lot of cotton could have legitimately amounted to so large a sum; but if they are concluded by the certificate above mentioned, then the principal of their claim amounts to $309,160.40, and upon this principal sum they claim and ask for the payment of interest at the rate of 6 per cent. per annum from June 22, 1864, the date of the sale, until the close of the official existence of this honorable Commission.

Your memorialists have for many years patiently yet unceasingly prosecuted this just claim for the value of property wrongfully seized and taken from them—at what expense of time, trouble, and money it is needless to state. They have grown gray in this prolonged battle for their rights, and they now welcome, as the means of finally obtaining that justice which is their due, but which has been so long denied to them, the opportunity furnished them by the establishment of this honorable Commission to lay their claim before an impartial tribunal commissioned to carefully examine and decide, according to the principles of public law, justice, and equity, the cases of private citizens appealing for the redress of wrongs committed, inadvertently or designedly, by powerful Governments in times of war and public disturbance, when, amid the clash of arms, the voice of the law is stilled.

Wherefore your memorialists pray, the premises considered, that an award may be made by this honorable Commission in their favor and against the Government of the United States for the sum of $309,160.40, with interest thereon at the rate of 6 per cent. per annum from June 22, 1864, until the close of the official existence of this honorable Commission. And your memorialists will ever pray.

G. A. LE MORE & CO.,
By their attorney in fact, JULES LE MORE.

Jules Le More, being duly sworn, deposes and says that by a special power of attorney, dated at Havre, France, on the 4th of November, 1880, he was constituted the attorney in fact of G. A. Le More & Co., for them and in their name, place, and stead, on account of their distant foreign residence and of his own intimate personal knowledge of the facts relating to the claim of his constituents, to make such formal verifications of documents to be laid before the Franco-American Commission sitting at Washington, D. C., as the rules of said Commission might require; that, by virtue of said power of attorney, he has signed the foregoing memorial, and that the statements contained therein are, to the best of his knowledge and belief, true and correct.

JULES LE MORE.

Sworn to and subscribed before me, at New Orleans, Louisiana, on the fifth day of March, A. D. 1881.

[SEAL.] A. ABAT, *N. P.*

Whereas G. A. Le More & Co., merchants, of the city of Havre, Republic of France, have a just and valid claim against the United States of America for the proceeds of the sale of eight hundred and thirty bales of cotton, which were illegally seized in the spring of 1864 by the officers of a flotilla of gunboats belonging to the Navy of the United States; and whereas, at and before the time of such seizure Jules Le More, a citizen of the Republic of France, now residing in the city of New Orleans, Louisiana, was the agent of said G. A. Le More & Co., in the United States, and was present at said seizure of their cotton, and is perfectly familiar with all the facts concerning the purchase of said cotton for G. A. Le More & Co. and its illegal seizure by United States authorities; and whereas the said G. A. Le More & Co. intend submitting their aforesaid claim for examination and adjudication to the Franco-American Commission created by the treaty of January 15, 1880, between the United States of America and the Republic of France, so soon as it shall be fully organized:

Now, therefore, be it known that for the better and the more convenient, speedy, and effective prosecution of said claim, the said G. A. Le More & Co. hereby constitute and appoint the said Jules Le More their attorney in fact, to represent them before said Franco-American Commission, specially authorizing him to execute in their name, place, and stead such formal oaths or affirmations as may be required of claimants by the rules and regulations of said Commission in the presentation of their claim; and also specially authorizing him to employ, on such terms as may be deemed proper by him, legal counsel to assist him in the presentation of their said claim to

said Commission, and its prosecution to final judgment, hereby ratifying and confirming all that the said attorney in fact may do in the premises by virtue of these presents.

In witness whereof I have hereunto set my hand and seal, at Havre, this 4th day of November, in the year of our Lord 1880.

G. A. LE MORE & CO.,
GUSTAVE ANDRÉ LE MORE.

Signed, sealed, and delivered in presence of—
WILLIAM A. AYLIFFE,
SEVÉRIN HAMEL.

Be it known that on the 4th day of November, A. D. 1880, before me, M. A. Lybrook, vice-consul of the United States for the port and district of Havre, personally appeared Gustave André Le More, principal of the firm of G. A. Le More & Co., known to me to be the party named in and who executed the foregoing letter of attorney, and acknowledged the same to be his act and deed.

In testimony whereof I have hereunto set my hand and official seal, at Havre, the day and year above written, and the 105th year of the independence of the United States.

[SEAL]

M. A. LYBROOK,
U. S. Vice-Consul, Havre.

DEPOSITION OF GUSTAVE A. LE MORE.

Filed May 21, 1881.—*W. F. P. & L. L., Secs.*

G. A. LE MORE & CO.
v.
THE UNITED STATES. } No. 211.

To the American Consul, Havre, France:

SIR: You are hereby authorized to act as a commissioner in the above-entitled case at Havre, France, and as such to there take the testimony of Gustave André Le More. In fulfilling this duty you will be guided by the rules of this Commission, particularly Rules XIV and XV, and you will return the testimony taken herein to the secretaries of this Commission, with this authority attached as the first sheet thereof. A copy of the notice required by Rule XIV, and a copy of Rules XIV and XV, are herewith inclosed. Should the defendant not appear at the examination, you will ascertain from the inclosed copy of notice whether notice has been accepted; if it has, you may proceed with the examination; if it has not, you will adjourn the examination, and report that fact, with the reason, to this Commission.

We are, sir, your obedient servants,

WASH. F. PEDDRICK,
L. LAUGEL,
Secretaries.

WASHINGTON, D. C., *April* 13, 1881.

It is agreed that the American consul at Havre, France, be authorized to take the testimony of witnesses in the above-entitled case at Havre, France, to be used before this Commission.

GEO. S. BOUTWELL,
Counsel on the part of the United States.
CHAS. A. DE CHAMBRUN,
Counsel on the part of the French Republic.

WASHINGTON, D. C., *April* 13, 1881.

G. A. LE MORE & CO.
v.
THE UNITED STATES. } No. 211.

WASHINGTON, D. C., *April* 7, 1881.

PAUL DÉJARDIN, Esq.,
Agent of the French Republic:

DEAR SIR: Please notify the agent of the American Government that it is proposed to take the testimony of Gustave André Le More, upon the subjoined interrogatory, before the American consul at Havre, France, at such time as may suit his, the Ameri-

can agent's convenience, relative to the birth, citizenship, claim, non-naturalization, non-alienation of claim, neutrality, &c., of the members of the firm of G. A. Le More & Co.

Respectfully, yours,

ALBERT C. JANIN.

Interrogatory addressed to Gustave André Le More, of Havre, France, in behalf of G. A. Le More & Co.:

No. 1. Read carefully the first paragraph, consisting of 23 lines, of the memorial filed with the French and American Claims Commission in the claim of G. A. Le More & Co. *v.* The United States, which memorial accompanies this interrogatory, and state whether the allegations therein contained are true and correct.

PAUL DÉJARDIN,
Agent du Gouv't.

Cross-examination for the present waived, the counsel for the United States reserving the right to cross-examine hereafter in case he shall deem it necessary so to do.

GEO. S. BOUTWELL,
Counsel for the United States.

WASHINGTON, *April* 9, 1881.

The memorial of G. A. Le More & Co. respectfully represents: That your memorialists are citizens of the Republic of France, and the only members of a commercial firm established in the city of Havre, France, Gustave A. Le More being the active and managing partner, and Léontine Le More the silent partner in said association. The said Gustave A. Le More was born in the city of Havre, France, in the year 1820, and Léontine Le More at the same place, about the year 1822, and both of them have resided in said city from their infancy until the present time, and have never had any other domicile. Their post-office address is the Poste Restante of said city. At the time of the origin of the claim, which is the subject-matter of this memorial, and at the present time, the said claim was and is the exclusive property of your memorialists, Gustave A. Le More and Léontine Le More; no transfer of their interest in said claim, or of any part thereof, has ever been made by either of them, nor have they ever received any compensation in money or other valuable thing, or any indemnity whatsoever, for the losses which constitute the basis of said claim. Neither of your memorialists ever rendered any aid or comfort to the government of the so-called Confederate States, or ever became naturalized, or took any steps to that end, in the United States, or any other country foreign to them.

Département de la Seine-Inférieure. Ville du Havre. Etat-Civil, No. 289. Bulletin de réseignement: Naissance. Nom La More, Prénoms André, Gustave, fils légitime de Louis François, Léonor et de Marie, Madelaine, Françoise, Lange né au Havre, rue des Remparts, le 9 Juin 1820.

Département de la Seine-Inférieure. Ville du Havre. État-Civil, No. 354. Bulletin de renseignement. Naissance. Nom, Le More; prénoms, Désirée, Léontine, fille légitime de Louis, François, Léonor et de Marie, Madeleine, Françoise, Lange, née au Havre, rue des Ramparts, le 26 juin 1821.

UNITED STATES CONSULATE,
Havre, France:

Be it known and made manifest to all whom it doth or may concern that on the 7th day of May, 1881, before me, John A. Bridgland, United States consul at Havre, France, personally came and appeared Gustave André Le More, and deposes and says as follows: That he is the active and managing partner of G. A. Le More & Co., of Havre, France; that his sister, Léontine Le More, is strictly a silent partner of said association; that he and his said sister are the only members composing the firm of G. A. Le More & Co., of Havre, France; that he and his said sister are both citizens of the Republic of France; that they were both born in the city of Havre, France; that he, Gustave A. Le More, was born in the said city of Havre in the year 1820, and his said sister, Léontine Le More, was born in said city of Havre in the year 1821, and they have both resided in said city since their infancy to the present time, never having had another domicile. The post-office address is poste restante, No. 175, of said city. Their claim before the French-American Claims Commission, now sitting in Washington, D. C., was originally theirs, and is at the present time the exclusive property of himself and his said sister, composing the firm of G. A. Le More & Co. He and his said sister have made no transfer of his or his said sister's interest in said claim, or any part thereof, by either of them. That neither he or his said sister have ever received any compensation in money or other valuable thing, or any indemnity whatsoever for the losses

which constitute the basis of said claim. He or his said sister have neither of th ever rendered any aid or comfort to the Government of the so-called Confeder States, and that he or his said sister have never become naturalized, or have ne taken any steps to that end, in the United States, or in any country foreign to th selves.

G. A. LE MORE & CO.
GUSTAVE ANDRÉ LE MORE

Sworn to before me this 7th day of May, 1881.
[SEAL.]

J. A. BRIDGLAND,
United States Consul, Havre, France

CONSULAT DES ÉTATS-UNIS,
au Havre, France:

Que l'on sache et qu'il soit manifesté à tous ceux qui sont ou pourraient être in ressés que le 7e jour de mai 1881, devant moi, John A. Bridgland, consul des Éta Unis au Havre, France, est venu, et a comparu, personnellement, Gustave André More, et affirme et dépose comme suit: Qu'il est associé-directeur de la maison G. Le More & Co., du Havre, France; que sa sœur Léontine Le More est l'associée tac de la dite maison; que lui et sa sus-nommée sœur sont les seuls membres dont se co pose la maison G. A. Le More & Co., du Havre, France; que lui et sa sus-nomm sœur sont tous deux citoyens de la République Française; que lui, Gustave André More, naquit en la cité du Havre en l'année 1820, et que sa sœur sus-nommée, Léonti Le More, naquit en la cité du Havre en l'année 1821, et que tous deux ont résidé en dite cité du Havre depuis leur première enfance jusqu'à ce jour, et qu'ils n'ont jam eu d'autre domicile; leur adresse postale est Poste-Restante, boîte No. 175, en la di cité du Havre; leur réclamation devant la "Commission Franco-Américaine," siéges actuellement à Washington, D. C., était la leur dès l'origine, et est encore aujourd'h leur propriété exclusive; lui et sa sœur sus-nommée n'ont fait aucun transfert de le intérêt en la dite réclamation, soit entier, soit partiel, et fait ni par l'un ni par l'aut que ni lui ni sa sœur n'ont jamais reçu aucune rémunération pécuniaire, ou au valeur, ou indemnité quelconque pour les pertes qui constituent la base de la d réclamation; que ni lui ni sa sœur n'ont jamais prêté aide ou appui au gouverneme des "États Confédérés," ainsi dénommés, et que ni l'un ni l'autre ne se sont jamais f naturaliser aux États-Unis, ni dans aucun autre pays étranger, et ils n'ont jam fait aucune tentative dans ce but.

G. A. LE MORE & CO.
GUSTAVE ANDRÉ LE MORE

Affirmé, devant moi, le 7 mai 1881.
[SCEAU.]

J. A. BRIDGLAND,
Consul des États-Uni

Letter of Mr. Paul Dejardin, agent of the French Government, transmitting thi one documents from the files of the French legation.

G. A. LE MORE & CO.
v.
THE UNITED STATES. } No. 211.

WASHINGTON, D. C., *April* 16, 188

Messrs. W. F. PEDDRICK and L. LAUGEL,
Secretaries:

GENTLEMEN: Please file with the other papers and proofs in the above-entit claim the accompanying thirty-one documents, which are taken from the files of French legation, and of which I subjoin a descriptive list.

PAUL DEJARDIN,
Agent du Gouv

DESCRIPTIVE LIST.

1. Letter of E. N. Montardier to the French consul. New Orleans, April 4, 1864.
2. Letter of Jules Le More to the French consul, New Orleans, May 3, 1864, inclos (*a*) sworn declaration of Rauset and Pargoud; (*b*) certificate of J. T. Simm
3. Letter of Jules Le More to the French consul. New Orleans, Mry 26, 1864.
4. Letter of E. N. Montardier to the French consul, New Orleans, May 30, 1864, closing two letters of G. A. Le More & Co.
5. Letter of Mr. L. de Geofroy to the acting French consul at New Orleans. Wa ington, June 17, 1864.
6. Letter of G. A. Le More & Co. to Minister of Foreign Affairs. Havre, July 9, 1
7. Letter of Reynes Brothers & Co. to Mr. L. de Geofroy. New York, July 11, 1
8. Letter of Mr. L. de Geofroy to Minister of Foreign Affairs, Washington, July 1864, inclosing copies of two letters.
9. Letter of G. A. Le More & Co. to Reynes Brothers & Co. Havre, August 2, 186
10. Letter of Mr. L. de Geofroy to Minister of Foreign Affairs. Washington, Augus 1864.

11. Letter of Hon. Wm. H. Seward to Mr. L. de Geofroy. Washington, August 5, 1864.
12. Letter of Mr. Fauconnet to Mr. L. de Geofroy. New Orleans, August 13, 1864.
13. Letter of Reynes Brothers & Co. to Mr. L. de Geofroy. New York, August 19, 1864.
14. Letter of Hon. Wm. H. Seward to Mr. L. de Geofroy. Washington, August 19, 1864.
15. Letter of Mr. L. de Geofroy to Reynes Brothers & Co. Washington, August 24, 1864.
16. Letter of Mr. L. de Geofroy to Minister of Foreign Affairs. Washington, August 26, 1864.
17. Letter of Jules Le More to Mr. L. de Geofroy. New York, August 30, 1864.
18. Letter of Jules Le More to Mr. L. de Geofroy. Springfield, September 5, 1864.
19. Letter of Springer and Logan to Jules Le More. Springfield, September 7, 1864.
20. Letter of Hon. Wm. H. Seward to Mr. L. de Geofroy. Washington, September 17, 1864.
21. Letter of Hon. Wm. H. Seward to Mr. L. de Geofroy. Washington, September 29, 1864.
22. Letter of Hon. Wm. H. Seward to Mr. L. de Geofroy. Washington, September 29, 1864.
23. Letter of Jules Le More to Mr. L. de Geofroy. New York, September 30, 1864, with two inclosures (one letter and one certificate).
24. Letter of G. A. Le More & Co. to Mr. L. de Geofroy. New York, November 1, 1864.
25. Letter of A. Le More to the Marquis de Montholon. New York, January 27, 1-66.
26. Letter of Albert C. Janin to the French Chargé d'Affaires. Washington, May 20, 1869.
27. Letter of A. Le More to Mr. J. Berthémy. New Orleans, November 3, 1870.
28. Letter of G. A. Le More to Hon. Hamilton Fish. Havre, May 25, 1871.
29. Letter of G. A. Le More to Viscount Treilhard. Havre, May 25, 1871.
30. Letter of G. A. Le More to the Marquis de Noailles. Havre, December 4, 1873.
31. Letter of Deputy Paulevey to Minister of Foreign Affairs, Paris, December 1, 1878, inclosing a copy of petition of G. A. Le More & Co., and others of May 13, 1875.

G. A. LE MORE & Co. v. THE UNITED STATES. } No. 211.

NOUVELLE-ORLÉANS, *le* 4 *avril* 1864.

A Monsieur le Consul de France, à la Nouvelle-Orléans:

MONSIEUR LE CONSUL: J'ai eu l'honneur de vous écrire le 9 mars dernier, sur la demande de M. Jules Le More, pour vous donner connaissance de quelques achats de coton qu'il a faits. Aujourd'hui je reçois une lettre de M. Jules Le More, datée de Monroe, Louisiane, le 28 mars 1864, me donnant des renseignements plus précis sur ces achats. Il résulte de sa lettre, qu'il a, en ce moment, sur la rivière Ouachita:

323 balles de coton sur l'habitation Lazare "Ouest Wachita."
660 balles de coton sur l'habitation Simmons "East Wachita."

983
206 balles de coton sur l'habitation Simmons.

Ensᵉ 1,189 balles de coton, pour lesquelles il vient d'adresser à M. Aristide Miltenberger une lettre le priant d'obtenir des autorités militaires fédérales ici un permis pour les apporter à la Nouvelle-Orléans.

Agréez, Monsieur le Consul, l'assurance de mes sentiments bien respectueux.

E. N. MONTARDIER.

NOUVELLE-ORLÉANS, 3 *mai* 1864.

Monsieur le Consul de France, Nouvelle-Orléans:

MONSIEUR LE CONSUL: Me trouvant à Shreveport le trois de février dernier, j'achetai le 1er mars, pour compte de la maison G. A. Le More & Co. du Havre, onze cent cinquante-trois balles de coton, comme suit:

Sur l'habitation A. Lazarre située sur le côté ouest de la rivière Ouachita à un mille de la ville de Monroe	323 bl.
Et sur l'habitation Simmons qui se trouve sur le côté est de la rivière Ouachita à vingt-trois milles de la ville de Monroe	830 bl.
Ensemble de coton	1,153 bl.

Aussitôt l'acquisition de ces cotons et le paiement effectué en mes traites sur l'Europe, j'envoyai un exprès à la Nouvelle-Orléans, avec mes instructions écrites pour mon agent, M. E. N. Montardier, pour que toutes les formalités exigées par le Gouvernement de Washington soient remplies pour descendre ces cotons à la Nouvelle-Orléans. Ces lettres furent lues par les officiers fédéraux au passage des lignes fédérales, mon envoyé, sur ma recommendation, les ayant communiquées à première demande.

Pendant l'absence de ce messager, une flotille fédérale, commandée par le Capitaine Foster, entra dans la rivière du Ouachita et s'empara le 8 avril 1864 des 830 balles de coton se trouvant sur l'habitation Simmons, et le 10 avril des 323 balles deposées sur l'habitation A. Lazarre. Je me rendis auprès du commandant Foster le 11 avril (m'étant presenté le 10 à son bord sans l'y rencontrer), et lui demandai un reçu des dits cotons, ce à quoi il se refusa, me déclarant que ses ordres étaient de prendre tous les cotons qu'il trouverait sans distinction de nationalité. Il me dit qu'il savait que j'avais fourni des draps à la confédération, ce que j'avouai, lui faisant remarquer toutefois que la transaction à laquelle il faisait allusion avait eu lieu en 1861 et avait été faite par la maison Ed. Gautherin & Co., dont j'étai alors un des associés, et que cette affaire n'avait aucun rapport avec les cotons appartenant en ce moment à la maison française G. A. Le More & Co.; que d'ailleurs cette affaire avait été décidée depuis longtemps à Washington; qu'en outre, dans cette transaction de coton je n'étais que l'agent de la maison G. A. Le More & Co. qui est restée complètement étrangère à cette affaire de drap. Malgré cela, le commandant Foster fit rédiger par son secrétaire un document par lequel trois de ses officiers déclaraient, sous serment, que les cotons réclamés sur l'habitation A. Lazarre semblaient avoir été donnés en échange de la fourniture des draps à laquelle il avait fait allusion. Dans ma démarche auprès du commandant Foster, il ne fut nullement question des 830 balles de coton qui se trouvaient sur l'habitation Simmons, par la raison que j'ignorais encore la saisie de cette propriété de la maison G. A. Le More & Co.

En conséquence, j'ai l'honneur, Monsieur le Consul, de vous prier de réclamer du Commodore Porter, ou du Gouvernement Fédéralé, ces 1,153 balles de coton comme étant la propriété légitime de la maison française G. A. Le More & Co. qui n'a jamais en aucune manière violé les lois américaines, ni donné le moindre prétexte à la saisie de ces propriétés par les États-Unis.

Veuillez agréer, Monsieur le Consul, l'assurance de ma considération la plus distinguée.

JULES LE MORE.

P. S.—Inclus 3 documents à l'appui de mes assertions ci-dessus.

J. L. M.

STATE OF LOUISIANA,
Parish of Ouachita:

Be it remembered that on this day, the 13th of April, 1864, appeared before me the undersigned, residents of the parish of Ouachita, who declared that they are Frenchmen and citizens of France, and that they appeared before me for the purpose of perpetuating the evidence hereinafter stated, at the request of Jules Le More, acting in behalf of G. A. Le More & Co., of Havre, France. They declared that there is no resident consul at Monroe, or this side of the city of New Orleans; they declared further that on the 9th instant a fleet of gunboats and transports, under the command of Captain Foster, of the United States Navy, came to Monroe, La.; that on the 10th instant a lot of 323 bales of cotton were taken from the river bank, at the plantation of A. Lazarre, in the parish of Ouachita. The cotton was marked "L. M.," partly in red ink and partly in black ink. They declared further that they knew that said cotton had been placed on the river bank by parties paid by Jules Le More, and that the cotton was in his possession and under his control. The cotton had been placed on the river for shipment by him to New Orleans. They know that said cotton belonged to G. A. Le More & Co. They further declared that the parties taking said cotton marked some of it "U. S. N." and also "C. S. A." These initials are in ink different from that put upon the bales by Le More & Co., "L. M." They further declared that it is to their knowledge that Jules Le More demanded of Captain Foster, commanding the fleet, a receipt or an acknowledgment, showing the fact of his taking said cotton, which Captain Foster refused to give. They further declared that before the men from said fleet took possession of said cotton *none of it was marked "C. S. A."*

They further declared that they have been credibly informed that said fleet of boats took from the plantation of Dr. John Simmons 830 bales of cotton, marked "Simmon, Tatum & Simmons," and a part of which were also marked "L. M.;" the marking had not been completed. About 75 or 80 bales had been marked "J. L." The cotton had just been placed on the river bank by Jules Le More for shipment to New Orleans. They declared that they know that said G. A. Le More & Co. had purchased said 830 bales of cotton, and that said cotton was in their possession and under their *control* when it was taken by the men from said fleet and placed aboard of the trans-

port. They further declared that Jules Le More did not know of the taking of said 830 bales from Dr. Simmons's plantation at the time he applied to Captain Foster for an acknowledgment in regard to the 323 bales taken at A. Lazarre's.

In faith whereof the parties have signed this on the day and date above written, in the presence of the subscribing witnesses on the day above stated.

AUGUSTE RAUXET.
JOHN PARGOUD.

Attest:
O. D. KILLMAN.
M. FAHY.
[SEAL.]

CHAS. DELERY,
Recorder and ex. off. Not. Pub.

Personally came and appeared before me, the undersigned, justice of the peace, John Pargoud, Louis Gergoud, and A. Rauxet, who make oath that the facts and allegations above stated are true and correct.

AUGUSTE RAUXET.
JOHN PARGOUD.

Sworn to and subscribed before me this 13th April, 1864.

CHAS. DELERY,
J. Peace and Recorder and ex-officio Notary Public.

I, the undersigned, do certify on honor that on the 8th day of April, 1864, 830 bales of cotton, marked Simmons & Tatum & Simmons, bought by Jules Le More on behalf of G. A. Le More & Co., of Havre, France, were taken on my plantation by a federal transport of the Federal fleet, commanded by Captain Foster, and refused to give a receipt for the same.

J. T. SIMMONS.

HOPEWELL PLANTATION, *April* 16, 1864.

MONROE, LA., *April* 24, 1864.

I certify that the signature of John T. Simmons to the within is genuine.

In testimony whereof I hereunto sign my name and affix my seal of office this 24th of April, 1864.

[SEAL.]

CHAS. DELERY,
Recorder and ex-officio Notary Public.

NOUVELLE-ORLÉANS, 26 *mai* 1864.

Monsieur le Consul de France, Nouvelle-Orléans:

MONSIEUR LE COUSUL: J'ai l'honneur de vous informer que les 1,153 balles de coton à la maison G. A. Le More & Co., pour lesquelles j'ai entré un protêt dans votre consulat sont à Cairo, et doivent être vendues le premier lundi de juin dans cette ville, si les propriétaires n'ont pas fait valoir leurs droits avant cette époque.

En conséquence, je vous serais très obligé, Monsieur le Consul, de donner connaissance de ce fait à la Légation Française à Washington, avec prière qu'une démarche soit faite immédiatement auprés du Gouvernement Fédéral pour qu'une dépêche télegraphique soit envoyée à Cairo, afin de suspendre la vente de ces cotons jusqu'à ce que la réclamation ait été examinée à Washhington et qu'un ordre de restitution n'ait été envoyé par votre entremise.

Je me permettrai de vous dire que le steamer Morning Star quitte demain matin la Nouvelle-Orléans pour New-York et qu'il est de la plus haute importance pour la maison G. A. Le More & Co. que cette communication parte pour Washington dans le plus bref délai.

J'ai l'honneur de vous présenter, Monsieur le Consul, mes salutations les plus respectueuses.

JULES LE MORE,
Agent de G. A. Le More & Co.

NOUVELLE-ORLÉANS, *le* 30 *mai* 1864.

A Monsieur le Consul de France, à la Nouvelle-Orléans:

MONSIEUR LE CONSUL: J'ai l'honneur do vous remettre ci-inclus, une lettre que Messrs. G. A. Le More & Co., du Hàvre, m'ont écrite le 6 mai courant, me remettant duplicata de celle qu'ils m'ont écrite le 4, méme mois, qui m'accuse réception de l'avis que je leur ai donné des achats faits pour leur compte, par leur agent, M. Jules Le More, à 1,189 balles de coton sur la rivière Ouachita.

Ces deux lettres de Messrs. G. A. Le More & Co. venant à l'appui de la confirmation de la propriété de la dite maison, je viens vous prier, Monsieur le Consul, de vouloir bien les annexer à la lettre que je vous ai écrite le 4 avril dernier, qui vous

avisait des achats à ces 1,189 balles de coton, faits par M. Jules Le More, pour comp de la maison G. A. Le More & Co., du Havre.

Veuillez agréer, Monsieur le Consul; l'assurance du respect de votre très humble obéissant serviteur,

E. N. MONTARDIER.

Duplicata.—Par *Germania*.

HAVRE, 4 *mai* 1864.

Monsieur E. N. MONTARDIER,
Nouvelle-Orléans:

MONSIEUR: Par sa lettre de Monroe (Wachita) en date du 28 mars dernier, et do vous nous avez envoyé copie, M. Jules le More vous informe qu'il a fait pour not compte plusieurs achats de coton et nous avons pris note des suivants:

L M	323	balles de l'habitation Lazare (West Wachita.)
L M	660	balles de l'habitation Simonnons (East Wachita.)
L M	206	balles de l'habitation Simonnons (East Wachita.)
Ens'ble	1,189	balles coton.

Veuillez, Monsieur, si vous ne l'avez déja fait, faire entrer ces cotons au Consul de France a la Nouvelle-Orléans, en retirer un certificat constatant le titre de proprié française, et envoyer sur les lieux autant de certificats qu'il y aura de dépôts. Vo aurez soin également de faire couvrir l'assurance du feu, et d'ouvrir en temps une poli d'assurances maritime de rivière quand on expédiera.

Comme il est probable que les prochaines lettres de Monsieur Jules Le More vo annonceront de nouveaux achats, vous voudrez bien agir de même que pour les 1,1 balles précitées.

Vous fournirez une traite sur nous pour le montant des primes d'assurances, cert ficats consulaires, etc., et tout accueil est à l'avance réservé à vos dispositions.

Nous vous présentons, Monsieur, nos civilités empressées.

G. A. LE MORE & CO.

Je certifie que le présent duplicata est conforme à l'original que j'ai reçu ce jou trente mai mil huit cent soixante-quatre.

E. N. MONTARDIER.

(Indorsed:) Par *Persia, via* Liverpool & Queenstown. Monsieur E. N. Montardi Maison Félix Rieu, Nouvelle-Orléans.

PERSIA.

HAVRE, 6 *mai* 18

Monsieur E. N. MONTARDIER,
Nouvelle-Orleans:

MONSIEUR: Nous vous confirmons no tre lettre du 4 ct. par *Germania* et aux re mendations qu'elle contenait nous venons en ajouter une que nous considérons co très importante; c'est qu'il faudra recommander aux délégués des habitations po des certificats consulaires, que dans le cas ou les fédéraux iraient sur les plant mêmes saisir le coton, ils devraient exiger que ceux qui saisiraient en donnent u au dos du certificat consulaire prenant en même temps note de leurs noms, qu etc.

Nous pensons n'avoir plus rien à ajouter à toutes nos recommandations et cas où nous aurions omies quelque chose nous nous reposons entièrement sur vo faire le nécessaire.

Ci-inclus le prix courant de ce jour et d'autre part de notre lettre par *Germ* date du 4 ct.

Nous vous présentons, Monsieur, nos civilités empressées.

G. A. LE MORE & CO
T. S.

Légation de France aux États-Unis.—258.

WASHINGTON, *le* 17 *ju*

MONSIEUR: Je vous prie de faire savoir à M. Le More que j'ai présenté sa tion au Gouvernement des États-Unis, et qu'ayant fait télégraphier imm après la réception de sa seconde lettre, par l'Attorney-Général, de suspendr la vente des cotons qui pourraient lui appartenir, j'ai lieu d'espérer que cet être donné en temps utile.

Recevez, Monsieur, l'assurance de ma considération distinguée.

L. DE GE

Monsieur FAUCONNET,
Gérant du Consulat de France à la Nouvelle-Orléans.

A Son Excellence le Ministre des Affaires Étrangères, Paris:

MONSIEUR LE MINISTRE: Nous avons eu l'honneur de vous adresser les 28 mai et 13 juin derniers divers documents relatifs à la saisie de 1,153 balles coton opérée à notre préjudice en avril dernier dans la rivière Ouachita (Louisiane) par un officier de la marine fédérale des États-Unis.

A ces mêmes dates nous invoquions votre puissante intervention afin de transmettre à la légation à Washington les instructions necéssaires pour réclamer la restitution immédiate de notre propriété.

Nous savons de source certaine que nos 1,153 balles coton qui représentent au Havre, en ce moment, au delà de un million et demi de francs étaient encore intactes à Cairo, au commencement de juin, et nous n'avons pas le moindre doute qu'une demande formelle de restitution adressée, sans retard, par la Légation de France au Gouvernement de Washington, serait accueillie favorablement, appuyée comme elle l'est des preuves irrécusables de notre titre de propriété.

Nous sommes avec respect, Monsieur le Ministre, de votre Excellence, les très humbles et obéissants serviteurs,

J. A. LE MORE & CO.

[Duplicata.]

NEW-YORK, 11 *juillet* 1864.

A Son Excellence le Ministre de France à Washington:

MONSIEUR LE MINISTRE: Nous avons l'honneur de vous exposer que nos amis et correspondants, Messieurs G. A. Le More & Cie. du Havre, nous ont envoyé une procuration spéciale en notre faveur à fin de réclamer en leur nom auprès du Gouvernement de Washington, et de nous faire remettre 1,153 balles de coton, leur propriété; lesquelles ayant été achetées pour leur compte par Monsieur Jules Le More, ont été saisies le 10 avril dernier par le Capitaine Foster, commandant une flotille fédérale sur la rivière Ouachita, savoir:

1. 323 balles de coton marqées L. M., sur habitation Lazare, dans la rivière West Ouachita.
2. 830 balles de coton, marquées Tutam & Simmons, sur habitation Simmons dans la rivière East Ouachita.

Ensemble 1,153 balles de coton.

Messieurs G. A. Le More ont adressé, le 28 mai, une demande à son excellence le Ministre des Affaires Étrangéres de l'Empire, en le suppliant de donner les instructions nécessaires, pour exiger que les cotons leur soient restitués, s'il est possible, ou qu'à leur défaut ils soient réglés en totalité des sommes qu'ils étaient susceptibles de produire.

Aujourd'hui nous recevons une lettre de Monsieur Jules Le More, nous remettant copie d'une déclaration qu'il a envoyé à la Légation française par l'entremise du consul de France à la Nouvelle-Orléans. Il nous communique en même temps que le coton est à Cairo, et qu'on lui dit que le Commodore Porter avait abandonné la poursuite de ces cotons.

Nous avons l'honneur de vous remettre sous ce pli les documents suivants que nous avons reçu de Messrs. G. A. Le More et Cie.:

1. Copie d'un procès-verbal en date du 13 avril 1864 de la paroisse Ouachita.
2. Copie certifiée de 2 lettres, 4 et 6 mai, adressées par eux à Monsieur E. N. Montardier à la Nouvelle-Orléans.
3. Copie d'une lettre qu'ils ont adressée le 26 mai à Monsieur W. H. Seward, Secrétaire d'État des États-Unis.

Dans l'intérêt de nos amis, Messieurs G. A. Le More, nous vous prions, Monsieur le Ministre, de vouloir bien nous informer si par suite d'instructions reçues du Ministère des Affaires Étrangères, vous avez fait quelque démarche auprès des autorités de Washington pour réclamer la restitution de ces cotons, ou à leur defaut, leur équivalent en espèces, et s'il y a lieu de croire, comme nous l'espérons, que le Gouvernement des États-Unis répare promptement cet acte de spoliation.

Confiants dans votre haute sollicitude pour les intérêts français, nous demeurons avec respect, Monsieur le Ministre, de votre Excellence, les trés humbles et trés obissants serviteurs,

REYNES, BRO. & CO.

Légation de France aux États-Unis.—3099. Direction politique.

WASHINGTON, *le* 14 *juillet* 1864.

MONSIEUR LE MINISTRE: J'ai l'honneur d'accuser réception à votre Excellence de sa dépêche, en date du 23 du mois dernier, relative à la réclamation de la maison Le More.

M. Fauconnet m'avait effectivement écrit au sujet de cette affaire et il m'avertit, en même temps, que les cotons, transportés à Cairo, n'y avaient pas encore été vendus et ne devraient pas l'être avant le milieu de juin. En conséquence, M. Le More me faisait prier d'agir auprès du gouvernement fédéral pour que la vente fut suspendue jusqu'à ce qu'il eut pu être statué sur la réclamation. Je demandai donc à M. Seward de vouloir bien télégraphier immédiatement à Cairo, ce qu'il fit; et j'ai su depuis que les instructions de l'Attorney-Général des États-Unis étaient arrivées en temps utile pour que les intéressés aient pu faire valoir leurs droits devant la cour du district de l'Illinois. Votre Excellence verra, par la note ci-jointe de M. Seward, que le gouvernement fédéral s'abstient d'entrer dans l'examen de l'affaire tant qu'elle est pendante devant les tribunaux.

Je suis avec respect, Monsieur le Ministre, de votre Excellence, le très humble et très obéissant serviteur,

G. DE GEOFROY.

P. S.—Du 15 juillet.—MM. Reynes frères et Cie. de New-York, correspondants de la maison Le More, viennent de me transmettre une procuration spéciale qu'ils ont reçue du Havre à l'effet de réclamer du gouvernement fédéral la restitution des cotons en litige. J'ai l'honneur de mettre ici sous les yeux de votre Excellence la copie de ma réponse à cette communication, et j'espère qu'elle sera approuvée par votre Excellence.

G.

A Son Excellence Monsieur DROUYN DE LHUYS,
Ministre des Affaires Étrangères, &c., &c., &c., Paris.

M. Le More qui s'est presenté le 5 août au Dép. avait reçu de son correspondant la copie d'une lettre de M. de Geofroy contenant les mêmes informations que cette dépêche.

Annexe No. 1.—Dép. du 14 juillet 1864. Don. Politique.

M. de Geofroy à MM. Reynes frères et Cie.

WASHINGTON, *le* 15 *juillet* 1864.

MESSIEURS: Votre lettre du 11 ne m'est parvenue que ce matin par suite de l'interruption des communications entre New-York et Washington qui a eu lieu, comme vous le savez, ces jours passés.

L'affaire de MM. Le More m'a été transmise le 20 mai dernier parle vice-consul de S. M. à la Nouvelle-Orléans. Le 26, une lettre subséquente m'apprit que les cotons étaient à Cairo, qu'ils n'y avaient pas été encore vendus et M. Le More me faisait prier d'obtenir un sursis à la vente pendant lequel il aurait le temps de faire voloir ses droits devant le tribunal chargé de prononcer sur la validité de la prise. J'en parlai immédiatement au secrétaire d'État qui, sur ma demande, fit télégraphier à Cairo par l'Attorney-Général, des États-Unis. L'avis arriva en temps utile et la vente fut indéfiniment suspendue, en sorte que les intéressés ont eu tout le tems nécessaire pour présenter et soutenir leur réclamation devant la cour du district de l'Illinois.

Les choses étant en cet état, je n'ai pas à intervenir tant que MM. Le More peuvent obtenir la restitution de leur propriété par la voie judiciaire; jusqu'à ce que le tribunal ait prononcé le gouv't fédéral ne peut être utilement entretenu de cette affaire et ce n'est qu'en cas d'un déni de justice que la légation devrait la prendre en main.

J'ai l'honneur de vous renvoyer, ci-joint, la procuration de MM. Le More qui peut vous être nécessaire devant la cour de l'Illinois et qui an'y a pas lieu, pour le moment de présenter au dép't d'état.

Veuillez, du reste, MM., me tenir informé des incidents et de l'issue du procès, et recevez, etc.,

L. DE GEOFROY.

Annexe No. 2.—Dép. du 14 juillet, 1864.—Don. Politique.

Mr. Seward à M. de Geofroy.

WASHINGTON, *June* 14, 1864.

SIR: I have the honor to acknowledge the receipt of your note of yesterday upon the subject of a claim of Mr. Jules Théodore Arthur Le More to a quantity of cotton seized as enemy's property on the river Ouachita, in Louisiana, by Captain Foster, of the Navy of the United States, and taken to Cairo, Ill., for judicial proceedings, with a view to its condemnation. It is not to be doubted that the court of the United States for the district of Illinois will have given due consideration to any such claim

which may have been brought to its attention. With a view, however, to prevent the claimants from being surprised, the Attorney-General has been requested to give the necessary instruction to the proper judicial officer.

Accept, sir, &c.,

SEWARD.

HAVRE, 2 *août*, 1864.

Messieurs REYNES BROTHERS & CO., *New York:*

MESSIEURS: Nous vous confirmons notre dernière du 29 écoulé et recevons à l'instant votre estimée du 19 do. couvrant copie de la réponse de la Légation de France à Washington en date du 15 juillet; nous y voyons le paragraphe suivant que nous ne pouvons bien nous expliquer:

"Le 26 une lettre subséquente m'apprend que les cotons étaient à Cairo, qu'ils n'y avaient pas été encore vendus et Monsieur Le More me faisait prier d'obtenir un sursis à la vente pendant lequel il aurait le temps de faire valoir ses droits devant le tribunal chargé de prononcer sur la validité de la prise etc."

Nous disons que nous ne pouvons bien nous expliquer ce paragraphe, car en même temps que votre lettre nous en recevons une de notre agent, M. Jules Le More, datée N. O., 9 juillet, dans laquelle il nous dit:

"Monsieur Fauconnet (le gérant du consulat) a reçu par le dernier vapeur une lettre de la légation qui lui marque que la réclamation a été présentée au cabinet de Washington et que l'ordre a été donné de né pas disposer des cotons quui sont toujours à Cairo. Je compte que le prochain vapeur apportera une nouvelle missive informant Monsieur Fauconnet de ce que le secrétaire de la marine aura répondu à notre ambassadeur. Dieu veuille que ce soit un ordre immédiat de restitution."

Il y a la dedans comme un malentendu que nous ne pouvons expliquer, et le plus simple est que M. J. Le More vienne immédiatement à New-York s'aboucher avec vous. Puis de là aille à Washington prendre les conseils bienveillants de la légation et pousse jusqu'à Cairo, s'il le faut.

Nous vous avouons que nous n'aimerions pas à nous présenter devant une cour locale de l'Illinois à moins d'être bien assurés par notre ambassadeur q'une décision defavorable n'invaliderait pas notre réclamation ultérieure par l'entremise de notre gouvernement. Nous sommes peut-être mal-informés ici, mais nous ne comprenons pas qu'une restitution de propriété française demandée avec les preuves à l'appui au cabinet de Washington par intermédiaires consulaire et ministériel ait à être débattue devant une cour de justice locale fédérale. Toutefois si cela doit être ainsi, notre agent aura à s'en occuper sans retard.

Si M. Jules Le More n'est pas auprès de vous à la réception de cette lettre, veuillez lui en envoyer immédiatement copie, en y joignant copie de la lettre que la légation a eu la complaisance de vous écrire.

Il se pourrait que malgré les inconvenients d'un déplacement, notre sieur chef se rendit lui-même aux États-Unis par un des prochains steamers, car devant une affaire de cette importance, et des retards toujours inquéitants il faut savoir sacrifier d'autres intérêts.

Nous vous présentons, Messieurs, nos amicales salutations.

G. A. LE MORE & CO.

Légation de France, aux États-Unis.—3903. Direction Politique.

WASHINGTON, *le* 4 *avril* 1864.

MONSIEUR LE MINISTRE: J'ai reçu la seconde dépêche que votre Excellence m'a fait l'honneur de m'écrire le 13 juillet, au sujet de la saisie de 1,153 balles de coton appartenant à la maison Le More.

Ma lettre du 14 juillet aura fait connaître à votre Excellence les mesures conservatrices que j'ai prises à l'origine, dans l'intérêt et sur la damande des réclamants, ainsi que la position actuelle de l'affaire. La vente a été suspendue et une instruction judiciaire est commencée pour constater que MM. Le More sont bien légitimes propriétaires de ces cotons. A la réception de la dépêche de votre Excellence, je suis allé de nouveau entretenir M. Seward de cette réclamation. Il se défend toujours de la faire sortir des voies judiciaires, mais j'ai insisté vivement pour qu'il ne l'y laisse pas traîner; je lui ai même montré les deux dépêches de votre Excellence, et je crois l'avoir convaincu de l'intérêt spécial que le gouvernement de l'Empereur attache à ce qu'elle ait une prompte solution, et par conséquent de la nécessité d'abréger les formalités légales qu'il dit indispensables.

Je suis avec respect, Monsieur le Ministre, de votre Excellence le très humble et très obéissant serviteur,

L. DE GEOFROY.

DEPARTMENT OF STATE,
Washington, 5 *August*, 1864.

Son Excellence Monsieur DROUYN DE LHUYS,
Ministre des Affaires Etrangères, &c.

SIR: With reference to the cotton seized on the Ouachita River, in Louisiana, by Captain Foster, of the Navy, and alleged to have been for the account of and to have belonged to Messrs. Le More, of Havre, I have the honor to inform you that in order to obtain an understanding of the merits of the claim, I have found it necessary to call for information concerning the judicial proceedings, the substance of evidence produced, and the grounds of capture, all of which I have requested of the proper departments, and so soon as I obtain the replies I shall have the honor of addressing you upon the subject.

Accept, sir, a renewed assurance of my high consideration.

WILLIAM H. SEWARD.

Consulat de France à la Nouvelle-Orléans.

NOUVELLE-ORLÉANS, 13 *août* 1864.

Monsieur le Chargé d'Affaires:

Cette lettre vous sera remise par M. Jules Le More qui se rend à Washington po[illegible] l'affaire de coton dont j'ai eu l'honneur de vous entretenir et de vous transmettre l[illegible] pièces.

M. Le More espère, par sa présence et ses explications, hâter peut-être la solution [illegible] cette affaire, et je vous serai infiniment reconnaissant de l'aide et de l'appui que vo[illegible] voudrez bien lui prêter en cette circonstance.

Veuillez agréer, Monsieur le chargé d'affaires, les assurances de mon respect et de m[illegible] haute considération.

Le gérant du Consulat:

FAUCONNET.

NEW-YORK, *le* 19 *août* 1864.

MONSIEUR: Nous avons eu l'honneur de vous écrire le 15 pour vous informer de [illegible] vente des 1,153 balles de coton appartenant à la maison G. A. Le More & Cie. du Hav[illegible] Depuis nous avons reçu une lettre de ces Messieurs, datée Havre, le 2 août, dont no[illegible] prenons la liberté de vous remettre copie ci-jointe.

Il paraît que Messieurs G. A. Le More n'ont pas bien compris la nécessité de co[illegible] paraître devant une cour fédérale, et qu'avant de s'y présenter ils aimeraient à ê[illegible] assurés par la légation qu'une décision défavorable n'invaliderait pas leur réclamati[illegible] ultérieure par l'entremise du Gouvernement Impérial.

Nous aurions beaucoup de plaisir à pouvoir leur transmettre cette assurance sur [illegible] mot de votre part. Leur anxiété est fort naturelle, quand il s'agit d'intérêts a[illegible] importants. Du reste, comme ils l'indiquent dans leur lettre, il est très probable [illegible] le chef de la maison, M. Gustave Le More, vienne par un des prochains steam[illegible] d'Europe, et dans ce cas il aura l'opportunité de prendre lui-même vos avis bienv[illegible] lants.

Agréez, Monsieur, l'assurance de la considération la plus distinguée de vos [illegible] humbles et très obéissants serviteurs,

REYNES BROS. & C[illegible].

Monsieur L. DE GEOFROY,
Chargé d'Affaires de France à Washington.

Annexe No. 3.—Dép. du 26 avril.—Don. politique.

M. Seward à M. de Geofroy.

DEPARTMENT OF STATE,
Washington, 19 *August*, 1864.

SIR: I have the honor to recur to your note of the 13th of June last, which relates to the cotton claimed by Messrs. G. A. Le More & Co.

The inquiries which I have made on that subject have resulted in ascertaining the facts that the cotton found by the naval officers on the Ouachita River was taken by them with a view to saving it from destruction, for the benefit of lawful owners when there were such, and for the Government when there were not such owners. The cotton was conveyed to Cairo and placed in the custody of the circuit court of the United States for the southern district of Illinois, and in the keeping of the marshal at Cairo, where it yet remains. All persons who have shown to the marshal just claims have received their cotton. When the claims shown appeared to be insufficient

the cases have been referred to the court for its decision, the cotton in the meantime remaining in the possession of the marshal, who is an officer of this Government.

I learn from the district attorney that the cotton which you mention is claimed by Messrs. Le More & Co. is now in the custody of the court, and only waiting for the legal owners to establish their claim to it, which in the first instance may be submitted to the marshal at Cairo, and if the claims should be disallowed by him, then to be submitted to the United States court. I have given notice of Messrs. Le More & Co.'s claim to the marshal. But I think it proper that you should again advise them to present their claim to the court in the legal and customary way, and to lose no time in doing so.

The President has no lawful authority in this case to withdraw the question of title from the judicial authority which I have named, nor is he able to perceive how any Executive Department of the Government, if it had any authority to do so, could hope to arrive at a decision upon a conflicting claim more correctly, or even more promptly, than the court to whom the law refers the question.

Certainly the Department over which I preside could not adjudicate upon *ex parte* testimony, and it has no authority to try the case judicially. Having now renewed the suggestion that the Messrs. Le More & Co. take the customary measures to submit their claim to the marshal and to the United States court at Cairo, it remains for me to observe that this Government cannot acknowledge any liability in the case if Le More & Co. decline or omit to assert their title before the legal tribunal whose authority is recognized not only by the laws of the United States, but by the law of nations.

I give you herewith a copy of two letters of Rear-Admiral Porter, which relate to the cotton captured in the expedition in the Red River and its tributaries, among which cotton I suppose that which is claimed by Messrs. Le More & Co. is included.

Accept, sir, &c.

SEWARD.

Annexe No. 4.—Dép. du 26 août.—Don. politique.

M. de Geofroy à MM. Reynes.

WASHINGTON, 24 *août* 1864.

MESSIEURS: J'ai trouvé ici, au retour d'une petite absence que je viens de faire, vos deux lettres du 15 et du 19.

J'ai immédiatement fait part au secrétaire d'État de la nouvelle que vous me donnez de la vente des cotons appartenant à MM. Le More. M. Seward m'a répondu que vous deviez avoir été mal informés, que ces cotons étaient encore à Cairo et que, du reste, il venait justement de faire préparer une lettre au sujet de cette affaire qu'il se proposait de m'envoyer le jour même, et dans laquelle il entrait dans des explications qui, l'espérait-il, devraient me satisfaire ainsi que les intéressés.

J'ai, en effet, reçu cette note et j'ai l'honneur de vous en envoyer copie.

Vous y verrez l'assurance, une seconde fois répétée, que les cotons sont toujours déposés à Cairo et y attendent d'être réclamés par leurs propriétaires; qu'une première demande doit être adressée pour cela au marshal à Cairo et que dans le cas où ce fonctionnaire la repousserait, elle doit être portée devant la cour des États-Unis. Le secrétaire d'État explique ensuite d'une façon, à mon avis, concluante, que c'est, pour le moment, la seule voie régulière et sûre pour MM. Le More de rentrer dans leur propriété.

Il semble résulter de cette note que MM. Le More ou leurs fondés de pouvoirs n'ont encore commencé aucune démarche à cet effet à Cairo. Ceci a lieu de me surprendre, car la lettre que je vous ai écrite le 15 juillet dernier, et dont vous leur avez donné communication, ne devait leur laisser aucun doute sur la marche qu'ils avaient à suivre. Je crois donc devoir vous inviter, Messieurs, puisque vous avez en main une procuration d'eux à cet effet, à ne pas perdre un instant pour agir à Cairo en leur nom et dans la forme indiquée par M. Seward.

Je ne m'explique pas la répugnance, montrée par MM. Le More, à comparaître devant une cour fédérale. Si cette répugnance, comme vous le dites, provient de la crainte qu'une décision défavorable de la cour n'invalide leurs droits à une réclamation ultérieure par l'entremise de la légation, ils peuvent se rasurer. La légation, en conseillant à MM. Le More de tâcher de recouvrer leur propriété par les voies ordinaires de la justice, n'abdique point son droit de représenter leur affaire au gouvernement fédéral en cas de déni de justice prouvé.

Recevez, etc.,

L. DE GEOFROY.

Don. Politique.—Réclamation Le More.

WASHINGTON, *le* 26 *août* 1864.

M. le MINISTRE: J'ai l'honneur d'envoyer à votre Excellence diverses pièces relatives à l'affaire Le More.

La 1ere est une lettre par laquelle MM. Reynes frères et Cie. de New York, correspondents de MM. Le More, m'ont fait savoir dernièrement que, contrairement à l'assurance que m'en avait donnée le secrétaire d'État, les cotons déposés à Cairo y auraient été vendus le 22 juin avec d'autres lots.

Fort surpris de cette nouvelle, j'en allais parler à M. Seward, qui en parut fort étonné, et me dit qu'il y avait là sans doute une erreur, que MM. Reynes devaient être mal-informés, qu'il prendrait à ce sujet des renseignements, et que du reste, sur l'ensemble de l'affaire, j'allais recevoir une réponse, qu'il avait fait préparer, à mes communications antérieures, et où il entrait dans des explications que je trouverais probablement satisfaisantes.

Le lendemain, en effet, je recevais la note ci-jointe (Ann. No. 3), dont je me suis empressé de transmettre copie à MM. Reynes, avec une lettre que je soumets à votre Excellence (Ann. No. 4).

M. Seward répète une seconde fois ce qu'il m'a dit, à savoir: Que les cotons sont toujours à Cairo, où ils attendent que leurs propriétaires les aillent réclamer. Il indique que c'est au marshal qu'on doit d'abord s'adresser, et subséquemment à la cour de l'Illinois, dans le cas où la réclamation ne serait pas admise par lui.

Je ne vois pas trop ce que MM. Le More pourraient objecter à ce mode de procéder. J'avoue même qu'ils avaient depuis longtemps pris les mesures indiquées par M. Seward, et que leur affaire avait été déjà portée devant la cour d'Illinois.

Il résulterait, au contraire, de la note du Secrétaire d'État, que ces MM., après m'avoir envoyé leur affaire par l'entremise de de M. Fauconnet, et après en avoir entretenu votre Excellence, ont jugé qu'ils n'avaient plus à agir personnellement.

M. Jules Le More, de la Nouvelle-Orléans, m'avait d'abord fait annoncer savenu Nord. Il n'a pas paru, au moins je n'en ai pas eu de nouvelles.

M. Jules Le More, je dois le dire, aussitôt les cotons saisis sur la rivière Ouachi[illegible] adressa une première réclamation au Commodore Porter qui, pour des raisons bonnes ou mauvaises, la repoussa, et le renvoya à Cairo. Il est évident que si sur la seule vue des marques apposées sur les balles de coton, cet officier, qui en a rendu, dit-il, d'autres réclamants qui se trouvaient dans le même cas, a refusé cette fois de se saisir de celles de M. Le More, c'est qu'il avait, sur la provenance, des doutes qui ne pouvaient être éclaircis que par une instruction judiciaire; de là l'envoi au Caire, delà aussi l'obligation pour l'intéressé d'y aller poursuivre sa réclamation, et faire [illegible] former la fin de non-recevoir, évidemment toute provisoire, de l'officier commandant les forces navales.

Je prie votre Excellence de vouloir bien remarquer que je ne préjuge ici en aucune façon la question de légitime propriété. Il me semble seulement que dès l'instant [illegible] il y a doute, il est assez naturel que le gouvernement américain tienne à faire une enquête. MM. Le More n'ont, je pense, rien à appréhender.

D'ailleurs, le gouvernement des États-Unis sait très bien qu'en cas de déni de justice je me tiens prêt à reprendre l'affaire. Mais il est important que MM. Le More, en négligeant ou refusant de produire leurs titres, ne se mettent pas dans le cas de voir le gouvernement décliner à son tour toute responsabilité, ainsi que M. Seward, en prévision de ce cas, a soin de le marquer expressément à la fin de sa note. Aussi votre Excellence jugera-t-elle sans doute utile de donner communication de cette lettre à la maison du Havre, ainsi que je l'ai fait moi-même pour ses correspondants de New-York.

Je suis, etc.,

NEW-YORK, 30 *août* 1864.

Monsieur L. DE GEOFROY,
Chargé d'Affaires de France, Washington:

MONSIEUR: Mon frère et moi avons quitté hier Washington, et partons aujourd'hui pour Cairo directement.

Nous vous serions très reconnaissants de vouloir bien nous envoyer sous couvert de Messieurs Reynes, Bros. & Co., à New York, copie des deux lettres de l'Amiral Porter, présumant qu'il peut être utile de porter ces documents à la connaissance de la cour de l'Illinois, si nous avons à nous présenter devant elle.

Aussitôt notre arrivée à Cairo, nous nous empresserons de vous communiquer par dépêche et par lettre le résultat de nos démarches.

J'ai l'honneur d'être, Monsieur le Chargé d'Affaires, votre très respectueux serviteur,

JULES LE MORE.

SPRINGFIELD, ILL., 5 *septembre* 1864.

Monsieur L. DE GEOFROY,
Chargé d'Affaires de France, Washington:

MONSIEUR: Afin de nous conformer aux indications données par Monsieur Seward, dans la lettre qu'il vous adressait le 19 août dernier et que vous avez eu la bonté de nous communiquer, nous nous sommes rendus à Cairo, mon frère et moi, pour réclamer au marshal des États-Unis (Monsieur D. L. Phillips) les 1,153 bl. coton de G. A. Le More & Co. Ce fonctionnaire ne se trouvant pas à Cairo et résidant à Springfield, nous nous sommes rendus auprès de lui et lui avons fait la demande des dits cotons. Il nous a répondu les avoir vendus, ainsi que tous les autres cotons qui se trouvaient à Cairo le 22 juin dernier, sur un ordre de cour, et que le produit en avait été déposé dans une banque de Springfield.

Nous vous en avons donné avis ce matin par une dépêche électrique, dont copie ci-jointe, afin de vous en informer dans le plus bref délai. Cette vente, opérée malgré nos démarches pour l'empêcher, nous met dans l'impossibilité d'identifier la marchandise, et s'il faut procéder judiciariement par devant la cour de l'Illinois, pour en obtenir le produit, l'avocat que nous venons de consultero affirme qu'il s'écoulera de 4 à 8 mois avant d'arriver à une solution.

Nous n'en avons pas moins fait ce matin le necéssaire en cour pour entrer la réclamation, mais pour se soumettre à de pareils délais il faudrait pouvoir séjourner ici un temps indéterminé, ce qui dans notre condition est matériellement impossible; en outre, dans une procédure comme celle dont nous sommes menacés, il faut s'attendre à des contestations et à des complications qui peuvent reculer à l'infini la décision de la cour et occasionner ainsi un préjudice irrémédiable à G. A. Le More & Co.

En conséquence, nous vous supplions, Monsieur le chargé d'affaires, de vouloir bien nous assister de votre bienveillance, et s'il n'y a pas moyen d'obtenir à Washington le règlement des cotons vendus, de vouloir bien nous éclairer de vos bons conseils, car nous ne voyons réellement pas comment arriver ici à une solution prompte et satisfaisante.

Pleins de reconnaissance pour l'acueil bienveillant que vous avez bien voulu nous faire, nous osons espérer que vous voudrez bien nous honorer de quelques lignes de réponse, que nous vous serons fort obligés de nous adresser sous covert de Messrs. Reynes, Bros. & Co. à New York.

Je suis avec le plus profond respect, Monsieur le Chargé d'Affaires, votre très obéissant serviteur,

JULES LE MORE.

L. DE GEOFROY, esq.,
French Minister, Washington, D. C.:

Marshal Phillips not in Cairo. We came to meet him here. He says he sold by order of court in Cairo on the 22d June last all cottons seized by Navy in Ouachita River, ours included.

LE MORE.

[William M. Springer, attorney and counselor-at-law, office over Bunn's bank.]

SPRINGFIELD, ILL., *September* 7, 1864.

Mr. JULES LE MORE,
Agent of G. A. Le More & Co.:

DEAR SIR: Among the papers you sent us, pertaining to your case, we find a copy of a letter written by Mr. Secretary Seward, dated "Department of State, Washington, 19 August, 1864," and addressed to the French minister at Washington in relation to your cotton. Mr. Seward's letter shows that evidently he misapprehends the condition of your case and of the cotton seized by United States naval authorities on Ouachita River, in Louisiana.

The cotton was seized as a naval prize, and was shipped by the Navy to the nearest port in a loyal State, viz, Cairo, for adjudication in the prize court, upon the information of Admiral Porter that he had captured the same on the Red and Ouachita Rivers as property of rebels and belonging to the Confederate Government. The cotton was reported to Judge S. H. Treat, of the United States district (not circuit) court for southern Illinois, sitting in admiralty, and holding its sessions in Springfield, Ill. (not Cairo). An attachment issued out of court, by virtue of which the United States marshal seized and held the cotton, subject to the order of the admiralty court. The marshal had no right whatever to hear the claim of any one, or to give up to any claimant a bail of the cotton. He is merely the officer of the court, and acts under its directions.

During the pendency of the cases in court a writ of sale was issued, on the grounds that the property was perishable, and hence the cotton belonging to you was,

in pursuance of such writ, sold by the marshal—a part of it on the 8th of June a part on the 22d of June last. The proceeds have been deposited in the sub-treas at Saint Louis, subject to the order of the court.

The statement of Secretary Seward that the cotton was taken to save it from struction and for the benefit of lawful owners, where there were such, is hardly keeping with the course pursued by the Navy in the premises. No respect was p to the rights and wishes of lawful owners. The cotton when seized was frequent we have been credibly informed, marked by United States naval authorities with letters "C. S. A.," so as to raise the presumption that it belonged to the Confeder Government. The Navy is now represented in this court by an attorney, in addit to the United States district attorney, endeavoring to have the cotton condemned lawful prize of war, for if this is done one-half of the proceeds goes to the captc and the other half to the United States. The Navy's attorney has stated his int tion to appeal these cases to the Supreme Court in case they are decided in favor claimants. Hence you cannot expect an immediate determination of the matter. may, and doubtless will be, many months before we can hope to have the cases hea and disposed of in the courts. And what may increase the delay to an unreasona extent is the further fact that to a part of the same cotton claimed by you other p ties are endeavoring to set up a claim based upon, as we are informed, pretend purchases from subordinate agents of the Confederate Government.

We send you herewith a list of cotton captured on Ouachita River, and other pap pertaining to your case, which will more fully explain the condition of matters h

You may be assured that we will use our best endeavors in our professional ca city to secure your rights and establish your claim to the satisfaction of the court.

We are, very respectfullly, your obedient servants,

WM. M. SPRINGER
S. T. LOGAN.

DEPARTMENT OF STATE,
Washington, September 17, 1864.

SIR: Referring to your communication of the 13th of June last, and to my reply the 14th, in regard to the cotton claimed by the Messrs. Le More & Co., I have t honor to invite your attention to the inclosed copy of a letter of the 30th ultimo fro the attorney of the United States for the southern district of Illinois on the subjec

Accept, sir, a renewed assurance of my high consideration.

WILLIAM H. SEWARD.

Mr. L. DE GEOFROY.

[Office of United States attorney for the southern district of Illinois.]

SPRINGFIELD, *August* 30, 1864.

Hon. WILLIAM H. SEWARD,
Secretary of State, Washington, D. C.:

SIR: I wrote you on yesterday in relation to the claim of Mr. Le More to certai cotton seized by the gunboats, the proceeds of which is now pending for adjudicatior in the district court of this district. Do the claimants know that the cotton has been sold? The court meets next Monday. I will try and continue all of the cases so tha Mr. Le More may have his "day in court," or his claim is disposed of in some othe way. I wrote to Mr. Eames on yesterday to call and see you, he being my assistant in all the causes. In order to save every contingent trouble would it not be well fo Mr. Le More to have himself represented in our court? I will send record as soon a possible.

Very respectfully,

L. WELDON,
United States Attorney.

DEPARTMENT OF STATE,
Washington, September 29, 1864.

SIR: I have the honor to inclose for your information a copy of a letter of the 24th instant addressed to this Department by L. Weldon, esq., United States attorney for the southern district of Illinois, relative to the claim of Messrs. G. A. Le More & Co.

Accept, sir, a renewed assurance of my high consideration.

WILLIAM H. SEWARD.

Mr. L. DE GEOFROY, &c.

[Office of the United States attorney for the southern district of Illinois.]

SPRINGFIELD, *September* 24, 1864.

Hon. WILLIAM H. SEWARD,
Secretary of State, Washington, D. C.:

SIR: Mr. Le More has entered appearance in the district court of this district and is now in a position to have his legal rights properly adjudicated according to law. The cotton which he claims has been sold under an order of court, and, as I understand, brought a fair price. The clerks of the court will send in a few days a certified copy of the order of sale. I make this statement that you may satisfy the French authorities that Mr. Le More's rights will be determined in a proper manner.

Very respectfully

L. WELDON,
United States Attorney.

DEPARTMENT OF STATE,
Washington, September 29, 1864.

SIR: I have the honor to communicate a copy of a letter of the 24th instant from George P. Bowen, esq., clerk of the United States court of the southern district of Illinois, which is accompanied by a certificate of sale of a quantity of cotton of which Messrs. G. A. Le More & Co., are the intervening claimants for part of said cotton or the proceeds thereof.

Accept, sir, a renewed assurance of my high consideration.

WILLIAM H. SEWARD.

Mr. L. DE GEOFROY.

[Office of clerk, district court United States, southern district of Illinois.]

SPRINGFIELD, *September* 24, 1864.

Hon. WM. H. SEWARD,
Secretary of State, Washington, D. C.:

DEAR SIR: At the request of L. Weldon, esq., district attorney of the United States for the southern district of Illinois, I have the honor to transmit to you the inclosed certificate.

Very respectfully, your obedient servant,

GEORGE P. BOWEN, *Clerk.*

In prize.—G. A. Le More & Co., intervening claimants for part of said cotton, or the proceeds thereof.

THE UNITED STATES
v.
650 BALES OF COTTON, &C., 788 BALES 52 SACKS cotton, 409 bales 139 sacks cotton, and 1,000 bales of cotton.

THE UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

I, George P. Bowen, clerk of the district court of the United States for said southern district of Illinois, do hereby certify that the cotton mentioned in the above-entitled action has been sold under and by virtue of writs of *renditioni exponas*, issued upon orders made by said court, and that G. A. Le More & Co. are intervening claimants therein for part of said cotton or the proceeds thereof, as now appears by files and records of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Springfield, this 24th day of September, in the year of our Lord, 1864, and of the independence of the United States the 89th.

GEO. P. BOWEN, *Clerk.*

NEW-YORK, 30 *septembre* 1864.

Monsieur L. DE GEOFROY,
Ministre de France, New-York:

MONSIEUR LE MINISTRE: J'ai l'honneur de vous remettre, inclus, une note en anglais, sous forme de lettre accompagnée d'un docnment, ayant trait à notre demande de ce matin.

Nous serons mercredi matin à Washington et aurons l'honneur de vous remettr tains documents concernant notre réclamation.

Je suis avec respect, Monsieur le Ministre, votre très humble et obéissant serv

GUSTAVE LE MO

NEW YORK, *September* 30, 1

L. DE GEOFROY, Esq.,
Minister of France:

SIR: In accordance with Mr. Seward's advice by his letter 19th ultimo, addı to you, we went to Cairo to claim our 1,153 bales of cotton.

Cotton being sold, as it is shown by the annexed voucher, we came to Spring Ill., to claim the proceeds of the same.

The United States district court opened on the 5th and closed on the 8th Septe without hearing such cases.

The court is to be open again on Monday next, and we should feel much oblig you to beg of Mr. Seward to instruct the district attorney, Lawrence Weldon Hon. Judge S. H. Treat, to give a hearing to this affair in the present October se and to render an early decision. Our case is divided into two suits—one for 323 of cotton and the other for 830 bales, according to the two plantations out of v cottons were taken.

After what has been reported in Springfield, that most of the cotton claims wou postponed to January next, we ask most earnestly that the case of 323 bales be c and decided at once.

Begging of you to consider the insufferable situation these delays and trav place us in, we rely upon your protection to secure the said partial hearing o protracted claim.

We remain, sir, respectfully, your most obedient servants,

G. A. LE MORE & CO.,
of Havre, Fran

UNITED STATES *v.* 650 BALES OF COTTON.	Sold June 8, 1864, for $272,437.39.
UNITED STATES *v.* 409 BALES OF COTTON.	Sold June 8, 1864, for $176,958.36.
UNITED STATES *v.* 788 BALES OF COTTON and 52 sacks of cotton.	Sold June 8, 1864, for $321,824.19.
UNITED STATES *v.* 1,000 BALES OF COTTON.	Sold June 22, 1864, for $447,004.96.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

I, David L. Phillips, United States marshal for said southern district of Illinois hereby certify that the above is a correct abstract of sales of cotton made by m Cairo at times therein specified in pursuance of writs of sale issued out of the Un [States] district court for said southern district of Illinois aforesaid, sitting in a ralty, as they appear on my docket in my office in Springfield in said district.

Witness my hand and seal this 9th day of September, A. D. 1864.

[SEAL.] D. L. PHILLIPS,
United States Marsh

[5-cent stamp.]

THE UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

[5-cent stan

I, George P. Bowen, clerk of the district court of the United States for said so ern district of Illinois, do hereby certify that David L. Phillips, whose signatur subscribed to the foregoing certificate, is and was at the time of such subscrip United States marshal for the southern district of Illinois; that the cotton referre by said marshal as sold is the same cotton for the proceeds of part of such sale G Le More & Co. are intervening claimants in a cause now pending in this court, whe *the United* States are libellants *v.* 650 bales of cotton, &c., 788 bales and 52 sack

cotton, 409 bales and 139 sacks of cotton, and 1,000 bales of cotton is defendant, which said cotton was reported by the Navy as having been captured on the Ouachita River.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Springfield this ninth day of September, in the year of our Lord one thousand eight hundred and sixty-four, and of the Independence of the United States the eighty-ninth.

[SEAL.] GEO. P. BOWEN,
Clerk.

Monsieur L. DE GEOFROY,
Ministre Chargé d'Affaires de France, Washington:

MONSIEUR LE MINISTRE: Suivant votre recommandation, nous avons l'honneur de vous informer que Messrs. A. & J. Le More sont de retour de Springfield (Illinois), leur second voyage n'ayant pas eu plus de succès que le premier.

Partis de Washington le 12 octobre sur la réception d'une dépêche qui nous annonçait que l'affaire serait positivement appelée le lundi 17, ils sont arrivés à Springfield le 15; accompagnés de nos avocats, ils se sont présentés à la cour de district le lundi matin; ils y ont trouvé Monsieur le Juge Treat tout prêt à entendre l'affaire dès que l'avocat de district, Monsieur L. Weldon, serait présent. Ce dernier n'est arrivé que le 25 et a refusé l'audition, sous prétexte qu'il avait encore à produire le témoignage du Commandant Porter (qu'il était si facile d'obtenir depuis trois mois!).

Voici donc un nouveau déplacement de mille lieues, des fatigues, des risques, des dépenses, des délais, tout cela en pure perte.

Ne parlant que des délais, ne serait-il pas juste, Monsieur le Ministre, d'insister pour les abréger?

Nous sommes d'autant plus fondés à nous en plaindre, qu'ainsi que nous avons eu l'honneur de vous l'exposer, nous n'aurions jamais du être appelés devant une cour fédérale.

Pour être régulièrement menée, notre réclamation présentée par vous, Monsieur le Ministre de France, à M. le Secrétaire d'État Seward, devait être par lui renvoyée devant le Secrétaire de la Trésorerie, auquel l'Amiral Porter avait instruction de rapporter et de délivrer tous les cotons saisis.

Incessamment nous aurons l'honneur de faire mettre sous vos yeux les ordres publiés par le Gouvernement de Washington à cet effet.

Notre sr. Gustave Le More va retourner en France à bord du Lafayette après plus de 2½ mois de séjour ici et sans aucune idée de l'époque à laquelle l'indifférence ou la fantaisie de l'autorité fédérale nous octroyera une tardive justice et très couteuse, sans doute, avec la dépréciation que peut atteindre le papier monnaie.

Pleins de reconnaissance pour la bienviellance avec laquelle vous avez accueilli notre sieur Le More et ses frères et vous priant de nous la continuer.

Nous avons l'honneur d'être, Monsieur le Ministre Chargé d'Affaires, vos très humbles et obéissants serviteurs,

G. A. LE MORE & CO.

NEW-YORK, 1 *novembre* 1864.

Monsieur le MARQUIS DE MONTHOLON,
Ministre Plénipotentiaire de France:

MONSIEUR LE MINISTRE: A diverses reprises depuis environ 18 mois, nous avons eu l'honneur d'entretenir votre prédécesseur de deux réclamations de coton s'élevant ensemble à 1,153 balles qui, en avril 1864, nous furent enlevées entre les propres mains de notre agent, dans la paroisse du Ouachita, État de la Louisiane, par l'escadrille fédérale sous les ordres de l'Amiral Porter.

D'après les conseils de Monsieur de Geoffroy, et sous la pleine réserve du futur exercice de notre droit international, nous avons accepté la juridiction américaine et avons porté nos réclamations devant la cour de district des États-Unis siégeant à Springfield, Illinois, laquelle cour, saisie de ces affaires par l'Amiral Porter, avait décrété la vente de nos cotons et en avait touché le produit.

Après bien des dépenses, bien des difficultes et désagréments qu'il est inutile aujourd'hui de porter à votre connaissance, la cour de Springfield nous a donné gain de cause pour une réclamation de 323 balles, et nous a condamnés à confiscation pour celle de 830 balles. Nous avons interjeté appel de cette dernière décision auprès de la Cour Suprême des États-Unis à Washington, et c'est aux fins de faire paraître cette affaire à la dite cour, assitôt que possible, c'esti-à-dire, dans la session extraordinaire d'avril prochain, si elle a lieu, comme il est présumable, que nous nous permettons de vous adresser cette présente lettre

Nous sommes très convaincus, Monsieur le Ministre, que votre haute influence auprès de l'honorable secrétaire d'État, jointe à son équité reconnue et à la bienveillance qu'il a daigné nous manifester a nous-mêmes précédemment, obtiendront sans peine de l'avocat-général le prompt appel que nous invoquons et auquel si nous ne faisons pas erreur, notre qualité d'étrangers nous donne privilège en cette circonstance.

Nous bornant aujourd'hui à cette supplique et vous priant en même temps de réserver un bienveillant accueil au prochain exposé que nous nous permettrons de vous adresser pour justifier norte légitime prétention à obtenir gain de cause devant la Cour Suprême des États-Unis,

Nous demeurons, Monsieur le Ministre, vos très respectueux serviteurs,

Pour G. A. LE MORE & CO.,
A. LE MORE.

NEW-YORK, 27 *janvier* 1866.

WASHINGTON, *le* 20 *mai* 1869.

MONSIEUR LE CHARGÉ D'AFFAIRES:

J'ai l'honneur de vous demander encore une fois la bienveillante intervention de la légation de l'empereur dans l'affaire des cotons Le More, sur laquelle, en ma qualité de mandataire de MM. Le More & Cie., j'ai déjà appelé, le 1er 1er mai 1868, l'atention de son Excellence Mons. Berthémy.

A la date du 1er juin suivant, le ministre de France me fit l'honneur de me communiquer la réponse du Département d'État à la note qu'il lui avait adressée. Depuis lors MM. Le More se sont conformés aux avis de Mons. Seward, comme le prouvent la pétition à la Cour Suprême et le jugement de cette cour, qui sont déjà entre vos mains. Ayant maintenant épuisé tous les degrés de juridiction des cours américaines, il ne reste plus à MM. Le More et Cie. que le recours au ministère d'état que je viens solliciter de vous dans cette importante affaire.

J'ai l'honneur d'être, avec le plus profond respect, Monsieur le Chargé d'Affaires, votre très humble et très obéissant serviteur,

ALBERT C. JANIN.

NOUVELLE-ORLÉANS, 3 *novembre* 1870.

A Son Excellence Monsieur JULES BERTHÉMY,
Ministre de France, Washington:

MONSIEUR LE MINISTRE: Je vous serai très obligé de vouloir bien me donner communication de la réponse que le Secrétaire d'État, M. Fish, a faite au commencement de juillet dernier à votre note de fin mai, au sujet de la réclamation de G. A. Le More & Co. Quoique j'aie été informé du sens de cette réponse, je serai très aise, pour les besoins ultérieurs de la cause, que vous ayiez la bonté de m'en donner le texte.

Si cela ne vous déplaisait pas, oserai-je vous demander de joindre à la copie de la réponse de M. Fish, une copie de la note que vous lui aviez passée vers le 25 mai dernier?

Vous priant, Monsieur le Ministre, de vouloir bien m'honnorer d'une favorable et prochaine réponse, je suis, Monsieur le Ministre, votre très dévoué serviteur,

A. LE MORE.

Pièces envoyées le 11 nov. '70.

A Son Excellence Monsieur H. FISH,
Secrétaire d'État des États-Unis à Washington:

MONSIEUR LE SECRÉTAIRE D'ÉTAT: Me prévalant de ce qui s'est passé entre votre honorable predécesseur, Monsieur William H. Seward, et ma maison de commerce ou ses représentants avec lesquels il a bien voulu correspondre directement en sa qualité officielle, je viens aujourd'hui vous remettre copie d'une lettre que j'adresse à la Légation de France à Washington, pour protester solennellement contre l'esprit et la lettre de la note que vous lui avez passé le 29 juin dernier en réponse à la note de Monsieur Berthémy du 23 mai précédent au sujet de la réclamation de G. A. Le More & Co.

Permettez-moi d'espérer que vous voudrez bien, dans un esprit d'équité véritablement digne de la grande nation américaine, prendre notre demande en considération, et nous donner votre précieuse assistance auprès du Congrès.

Je vous présente, Monsieur le Secrétaire d'État, mes salutations respectueuses,

G. A. LE MORE,
Unique gérant de la maison G. A. Le More & Co.

HAVRE, 25 *mai* 1871.

A Son Excellence Monsieur le Vicomte de TREILHARD,
Ministre de France à Washington:

MONSIEUR LE MINISTRE: Ce n'est que le 30 novembre dernier que m'est parvenue la copie de la réponse que l'honorable Secrétaire d'État, Monsieur Hamilton Fish, a adressée à la légation le 29 juin dernier, en réponse à la note que Son Excellence Monsieur T. Berthémy lui avait passée le 23 mai précédent, au sujet de la réclamation de ma maison de commerce G. A. Le More & Co.

Appelé par les fonctions administratives que j'exerce dans la commune limitrophe du Havre à m'occuper uniquement de la défense nationale, j'ai dû, dans les cruelles circonstances où cette copie m'est parvenue, remettre à plus tard le soin de mes intérêts particuliers.

Aujourd'hui je viens protester solennellement contre l'esprit et la lettre de la note de Monsieur Hamilton Fish du 29 juin dernier. Je regrette vivement que Monsieur Berthémy n'ait pas mis à exécution l'intention qu'il avait (d'après ce que mon représentant m'a écrit) de réfuter de suite une note aussi paradoxale. Il n'est malheureusement pas dans les usages de la Légation de France à Washington d'arguer avec le Département d'État, mais, si pour le maintien et le triomphe d'un droit, cela devient nécessaire, pourquoi s'en abstenir? En m'exprimant ainsi je n'ai garde de méconnaître l'appui bienveillant que la Légation nous a fréquemment donné, et que j'invoque de nouveau aujourd'hui, Monsieur le Ministre, en vous priant de vouloir bien faire officiellement appel à Monsieur H. Fish pour réviser sa décision, et nous réserver en tous cas de lui présenter ultérieurement une réplique raisonnée, si cela nous paraît nécessaire. J'adresse moi-même copie de la présente à Monsieur H. Fish en l'accompagnant d'une lettre dont ci-joint copie.

Quoique je ne sois pas avocat, permettez-moi de faire quelques remarques et d'opposer quelques objections aux étranges allégations de la note de Monsieur le Secrétaire d'État. Je lui offre d'avance mes excuses, ainsi qu'à vous, Monsieur le Ministre, si mon langage manque de l'urbanité diplomatique requise; comme il n'y a pas plus d'arrogance dans mon esprit que d'arrière-pensée de réclamer sottement une intervention effective en face des récents désastres de notre malheureuse patrie, j'espère trouver grâce pour les expressions un peu vives que m'inspire la souveraine injustice pratiquée, à mon égard depuis plusieurs années, et qui, en atteignant fatalement mes affaires commerciales, a infligé à ma famille des souffrances aussi cruelles qu'imméritées.

Dans sa note Monsieur Hamilton Fish s'occupe certainement beaucoup trop de Léon Querouze et pas assez de G. A. Le More & Co., dont le status mérite une juste considération. Leur réclamation ne devrait être envisagée qu'au point de vue de l'équité dans le rapport international de la Légation avec le Département d'État. Monsieur Fish, au contraire, ne sort pas des arguties légales, et pourtant de ce côté-là aussi la question juridique est d'une simplicité élémentaire: Léon Querouze n'étant plus résidant d'une section loyale du pays, n'avait-il pas tous les droits des non-résidents? Oui, incontestablement, et G. A. Le More & Co. en ont reçu un titre parfaitement valide. Monsieur H. Fish, qui fait bon marché d'un petit bout (little scrap) d'évidence supprimée, doit convenir pourtant qu'un oui au lieu d'un non change bien la face des choses. Pour rester un instant de plus dans la question légale et juridique, la proclamation du Président Lincoln du 16 août 1861 n'avait évidemment pour but que de prohiber le trafic de transit entre les deux sections du pays en état de belligérance, et d'établir pour ainsi dire un blocus effectif sur sa ligne de division existant entre les deux parties hostiles; l'idée d'empêcher des transactions en pays rebelle n'existe pas plus dans l'esprit et dans la lettre de la proclamation que l'idée d'empêcher les mêmes transactions en pays loyal.

Mais encore c'est sur le terrain de l'équité que repose notre demande. Que la cour inférieure mal éclairée sur le status de Léon Querouze lui ait dénié le droit de posséder, que la Cour Suprême des États-Unis, par même absence de lumières, ait confirmé le jugement; et que plus tard quand la lumière fut faite elle n'ait pas pu rouvrir l'affaire (ses règlements s'y opposant formellement), s'ensuit-il en équité que le Département d'État auquel est faite la lumière qui n'a pu éclairer à temps la juridiction des cours, ne doive pas, avec la conscience d'un devoir de justice, d'honneur et de loyauté à accomplir, ne doive pas aider de tout son pouvoir G. A. Le More & Co., à obtenir du Congrès le redressement d'un tort à eux infligé involontairement par les cours de justice?

Monsieur H. Fish termine sa note du 29 juin par une citation du Chancelier Kent; qu'il me permette de terminer la mienne par une citation de ce même chancelier que je trouve dans une exposition de notre réclamation rédigée par le Gal McClermand des Illinois. Voici ce qui ce lit dans Kent's Com., vol. 1, pages 102 et 103, 10me édition. Je traduis textuellement:

"L'usage général maintenant est de ne pas toucher à la propriété privée sur terre sans compensation suffisante, sauf en certains cas speciaux dictes par les opérations nécessaires de la guerre, ou lorsqu'il y a capture dans les places prises d'assaut et qui ont repoussé tout offre de capitulation. Si le conquérant depasse capricieusement (wantonly) ces limites et saisit la propriété privée de personnes pacifiques pour l'appât du gain, il viole les usages modernes de la guerre, et il peut être assuré de recontrer un juste ressentiment et d'être exposé au mépris général et à l'exécration du monde."

Est-ce que G. A. Le More & Co. n'étaient pas (depuis quelque temps déjà) pacifiques légitimes possesseurs du lot de 830 balles de coton, de même que du lot de 323 balles? Or, soit dit en passant, en Louisiane, comme en France, la possession fait titre.

Est-ce que ces cotons n'étaient pas la propriété privée de G. A. Le More & Co. lorsqu'ils leur furent violemment enlevés sans nécessité pour les opérations de la guerre?

Espérant que le jour est proche où la voix de la justice et de l'equité redeviendra

prépondérante dans les conseils de la grande nation américaine, et que notre bon droit y prévaudra tôt ou tard.

Je vous présente, Monsieur le Ministre, mes salutations les plus respectueuses,

G. A. LE MORE,
Unique gérant de la maison G. A. Le More & Co.

HAVRE, 35 *mai* 1871.

HAVRE, 4 *décembre* 1873.

A Son Excellence Monsieur le MARQUIS DE NOAILLES,
Ministre de France, Washington:

MONSIEUR MINISTRE LE: J'ai reçu la lettre que vous m'avez fait l'honneur de m'adresser à la date du 23 octobre dernier, et je vous prie d'agréer, Monsieur le Ministre, l'expression de ma vive gratitude pour la sollicitude que vous voulez bien accorder à ma réclamation vis-à-visdu Gouvernement des États-Unis.

Depuis quelques jours les journaux assurent, sans quil y ait rien d'officiel, que vous êtes appelé à Rome pour y représenter lé gouvernement français. Si cette nouvelle est vraie je vais donc être privé de votre puissant appui; mais j'ai la confiance, Monsieur le Ministre, qu'avant votre départ de Washington vous aurez pu obtenir la nomination de la commission internationale appelée à se prononcer sur les réclamations françaises.

Si malheureusement cette commission n'est pas nommée quand vous quitterez Washington, permettez-moi, Monsieur le Ministre, d'avoir recours à votre sollicitude pour appuyer ma réclamation auprès de votre successeur, car un nouvel ajournement serait de plus en plus ruineux, non-seulement pour mes propres intérêts, mais aussi pour tous les intérêts français laissés en suspens depuis dix années.

Veuillez agréer, Monsieur le Ministre, l'assurance de mon respect,

GUSTAVE LE MORE,
Chef unique de la maison G. A. Le More & Co., Havre.

CHAMBRE DES DÉPUTÉS,
PARIS, 1*er décembre* 1878.

Monsieur le MINISTRE DES AFFAIRES ÉTRANGÈRES, *Paris:*

Messrs. G. A. Le More et Comp., négociants au Havre, agissant au nom et comme représentant d'un assez grand nombre de nos nationaux établis aux États-Unis, me prient de rappeler à votre bienveillante sollicitude la pétition qu'ils ont adresseé en 1875 à l'assemblée nationale, pour obtenir la réparation des dommages considérables qu'ils ont éprouvé spendant la guerre de la sécession. Cette pétition, dont j'ai l'honneur de vous remettre copie, fit l'objet d'une interpellation portée à la tribune par M. Raoul Duval (voir l'Officiel du 30 juillet 1875) et M. le duc Decazes, alors ministre, répondait: "vous pouvez 3 être assurés du soin que le gouvernement français mettra à rappeler au cabinet américain les engagements qu'il a pris envers la France."

Ces engagements, M. le Ministre, sont jusqu'à ce jour restés lettre morte; et je crois accomplir un devoir en les rappelant à votre bienveillante attention.

Agréez, Monsieur le Ministre, l'assurance de ma considération la plus distinguée.

PEULEREY,
Député du Havre.

Copie de la pétition adressée le 13 *mai* 1875, *par un certain nombre de citoyens français résidant aux États-Unis et déposée sur le bureau de l'Assemblée Nationale par Monsieur Duval, député de la Seine-Inférieure, le* 30 *juillet* 1875.

A Monsieur le Président et Messieurs les Députés à l'Assemblée Nationale à Versailles:

MONSIEUR LE PRÉSIDENT, MESSIEURS LES DÉPUTES: Les soussignés citoyens français, résidant aux États-Unis d'Amérique, ou ayant des relations d'affaires avec ce pays, déclarent qu'ils se sont toujours conformés aux prescriptions de la loi Française relativement à leur nationalité, et qu'ils se sont abstenus scrupuleusement de prendre une part quelconque dans les questions de politique intérieure qui se sont produites aux États-Unis.

Les soussignés sont forcés d'ajouter que, malgré leurs efforts pour faire respecter leur qualité de neutres, ils ont été exposés, soit par le fait des autorités rebelles, soit par celui des autorités fédérales, à des pertes de toute nature qu'il serait impossible d'énumérer ici.

Les soussignés, chacun en leur nom personnel à l'époque ou les dommages dont ils se plaignent ont été éprouvés par eux, ont adressé, soit à la légation de France aux États-Unis, soit au département des affaires étrangéres à Paris, les pièces concernant leurs réclamations. Dans la plupart des cas il est à la connaissance des soussignés que des démarches actives ont été faites en leur faveur par la légation de France à Washington, mais ils regrettent de constater que ces démarches, dans presque tous les cas,

ıt restées sans effet, et si quelques réclamations ont été réglées le fait a été dû seule-ınt à la compétence de certains tribunaux américains qui ont pu se saisir de l'affaire ns des cas exceptionnels.

Les soussignés prennent la respectueuse liberté de faire connaître à l'Assemblée ıtionale cet état de choses, et de lui demander sa protection souveraine; des consi-ırations qui leur paraissent décisives peuvent lui être présentées. En premier lieu, Assemblée Nationale française a pris l'initiative par une loi de 1872 de faire payer à ıute personne qui avait éprouvé des dommages par suite de faits de guerre, une in-emnité que des commissions compétentes devaient fixer. Comme cette loi n'établis-ait aucune distinction relativement à la nationalité du réclamant, les citoyens améri-ains qui avaient éprouvé des dommages ont reçu satisfaction.

En second lieu, la guerre civile d'Amérique est terminée depuis dix ans, et cependant es réclamations françaises contre les États-Unis, provenant de faits antérieurs à 1865, ıe peuvent même être présentés à une juridiction compétente.

En vue des relations amicales existant entre les deux pays, en vue des déclarations leux fois répétées par le Président des États-Unis, dans son message annuel au Con-grès, déclarations par lesquelles le pouvoir exécutif admettait la nécessité de régler es réclamations présentées par les citoyens ou sujets de pays étrangers, les sous-signés demandent à l'Assemblée Nationale de prendre dans cette question les mesures ıue, dans sa haute sagesse, elle jugera les plus propres à mettre fin à l'état de choses ıui dure depuis plus de dix ans et à assurer le règlement de ces affaires qui atteig-ıent dans leur ensemble des sommes très considérables.

Les soussignés ont l'honneur d'être, Monsieur le Président et Messieurs les Députés ı l'Assemblée Nationale, avec le plus profond respect,

Les très humbles et obéissants serviteurs.

(Suivent les signatures légalisées par le consul de France.)

)EPOSITIONS OF PLACIDE SPEAR, JULES LE MORE, AND J. B. PREAU.

Filed May 23, 1881.—*W. F. P. & L. L., Secs.*

ı. A. LE MORE & Co. } No. 211.
v.
THE UNITED STATES.

Depositions of witnesses taken and subscribed before me, John L. Laresche, special ommissioner, on the days and dates hereinafter set forth and expressed, at my office, o. 24 Exchange Place, corner of Custom-house street, in the city of New Orleans, tate of Louisiana, and to be read as evidence in the above-entitled and numbered ause; said witnesses known to me to be of lawful age, being to me, at the time and lace aforesaid, produced, and being duly sworn according to law to testify the truth, he whole truth, and nothing but the truth, in regard to the matters in controversy ı the claim aforesaid, did then and there, on their oath aforesaid, depose and say as ollows, to wit.

JNO. L. LARESCHE, *Commissioner.*

ı. A. LE MORE & Co. } 211.
v.
THE UNITED STATES.

NEW ORLEANS, *May* 20, 1881.

Testimony taken by consent.

Present: Albert C. Janen, esq., counsel for claimant, and W. O. Denegre, counsel n behalf of the United States.

PLACIDE J. SPEAR, witness on behalf of claimant, being duly sworn according to w, deposes and says as follows, to wit:

I am 47 years of age. I am not interested in this case and am not related to claim-ts. I reside in New Orleans. I have resided here nearly all my life. From about 28th August, 1864, up to end of October, 1865, I resided in Matamoros, Mexico. ras acquainted at Matamoros with Leon Queyrouze. I found him there when I ived in August, 1864. He was a merchant engaged in business. From October, 4, I was a partner with him and remained as such until he left there in July or gust, 1865.

No cross-examination.)

P. J. SPEAR.

JO. L. LARESCHE, *Commissioner.*

JULES LE MORE, witness on behalf of claimant, being duly sworn according to lav deposes and says as follows, to wit:

I am 55 years of age. I reside in New Orleans. I am interested in this case. Ha ing been prosecuting this case for the past 15 years, I expect to receive some compe sation for my trouble and services. I am a brother of the claimants.

I left for Matamoros in the steamer Melville about April, 1863, and arrived the about four days after I left New Orleans. I remained there several months. Whi there I knew Major Queyrouze; he was there when I arrived. He was a commissic merchant, dealing in cotton and other goods. He returned to New Orleans after tl close of the war.

Question. Do you know whether the document printed in the memorial under th caption "Opinion of the United States district court," is a correct copy of the opi ion rendered by the United States district court for the southern district of Illinois i the case of G. A. Le More & Co.?

(Objected to, as there is better evidence, this being secondary.)

Answer. Having compared these documents with those I have in hand, I find perfectly correct. The documents I have were given to me at the time of the decisio

(No cross-examination.)

JULES LE MORE.

JNO. L. LARESCHE, *Commissioner.*

J. B. PREAU, witness on behalf of claimant, being duly sworn according to law deposes and says as follows, to wit:

I am 60 years old. I have no interest in this claim. I am not related to the clai ants. I reside in New Orleans.

I resided in Matamoros from 1862 to 1865. I knew when Major Queyrouze arriv in Matamoros; it was in the spring of 1863. I left there in 1865. Major Queyrou left after I did. He went into business in Matamoros immediately on his arriv there. He was a commission merchant in cotton and other articles.

(No cross-examination.)

J. B. PREAU.

JNO. L. LARESCHE, *Commissioner.*

UNITED STATES OF AMERICA,
State of Louisiana, Parish and City of New Orleans:

I, John L. Laresche, special commissioner in and for the parish of Orleans, hereby certify and make known that the foregoing depositions of Placide J. Sp Jules Le More, and J. B. Preau were taken before me on this 20th day of May, 1 at my office, No. 24 Exchange Place, corner of Custom-House street; that the ex inations, responses, and statements of each of said deponents were reduced to wri in my presence, and by said deponents respectively sworn to and subscribed in presence, at the end of each and every page, at the time and place aforesaid.

In testimony whereof I, John L. Laresche, special commissioner, do hereby si these presents at the city of New Orleans, La., this 20th day of May, A. D. 1881.

JNO. L. LARESCHE,
Commissioner.

DOCUMENTARY EVIDENCE.

Filed June 1, 1881.—*W. F. P. & L. L., Secs.*

LE MORE
v.
THE UNITED STATES. } No. 211.

Supreme Court of the United States, No. 107.

G. A. Le More & Co., claimants of 830 bales of cotton, appellants, *vs.* the Uni States. Appeal from the district court of the United States for the southern distri of Illinois. Filed June 26, 1866.

Affirmed 6th April, 1868.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Pleas in the district court of the United States for the southern district of Illinois, held at the city of Springfield, in said district, before the honorable Samuel H. Treat, judge of said court, on Monday, the 6th day of November, in the year of our Lord 1865, and of the Independence of the United States the 90th.

The United States *v.* 650 bales of cotton, 100 coils of rope, 16 bales, 8 rolls, and 160 pieces of bagging; 29 pieces of leather; 788 bales, 52 sacks of cotton; 409 bales, 139 sacks of cotton, and 1,000 bales of cotton. G. A. Le More & Co. claimants of 830 bales of cotton.	In prize.

Be it remembered that heretofore, to wit, on the 18th day of May, in the year of our Lord 1864, came Lawrence Weldon, district attorney of the United States for the southern district of Illinois, and filed in the office of the clerk of the district court of the United States for said district, a libel in behalf of the United States, and all others concerned, against 650 bales of cotton, 100 coils of rope, 16 bales of bagging, 8 rolls bagging, 160 pieces bagging, and 29 pieces of leather, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court.—In prize.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Be it remembered that on the 18th day of May, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed that, on or about the 20th day of March, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the navy of the United States did seize, as lawful prize of war, the following, to wit: 650 bales cotton, 100 coils rope, 16 bales of bagging, 8 rolls bagging, 160 pieces bagging, 29 pieces of leather, which are now at the port of Cairo, and within the jurisdiction of this court. The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property, so captured, is lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel, and all due proceedings being had, your honor will adjudge and decree a condemnation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON,
United States Attorney.

Filed May 18, A. D. 1864.

GEO. P. BOWEN,
Clerk.

Whereupon a writ of attachment and monition was issued against said property, directed to the marshal of the southern district of Illinois to execute, and was afterwards, to wit, on the 19th day of May, in the year last aforesaid, returned by said marshal, duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

Attachment and monition.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois on the 18th day of May, in the year of our Lord 1864, by L. Weldon, district attorney of the United States for said district, on behalf of the

United States, and of all other persons concerned, against 650 bales of cotton, 100 coils of rope, 16 bales of bagging, 8 rolls of bagging, 160 pieces of bagging, and 29 pieces of leather, for reasons and causes in said libel mentioned, and praying the usual process and monition of said court in that behalf to be made, and that all persons having or pretending to have any right, title, or interest therein may be cited to appear and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof as lawful prize of war: You are therefore commanded to attach the said 650 bales of cotton, 100 coils of rope, 16 bales of bagging, 8 rolls of bagging, 160 pieces of bagging, and 29 pieces of leather, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice by publication in the Illinois State Register for fourteen days previous to the day of trial, of such siezure and libel, to all persons claiming the said 650 bales of cotton, 100 coils of rope, 16 bales of bagging, 8 rolls of bagging, 160 pieces of bagging, and 29 pieces of leather, or knowing or having anything to say why this court should not pronounce against the same according to the prayer of said libel, and that they be and appear before the said court to be held in and for the southern district of Illinoi at the United States court-room, in the city of Springfield, in said district, on the fir Monday in June next, if that be a day of jurisdiction; if not, then on the first d of jurisdiction thereafter, at 10 o'clock in the forenoon of that day, then and there interpose a claim for the same, and to make their allegations in that behalf; a what you shall have done in the premises do you then and there make return, gether with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this 18th day of M in the year of our Lord 1864, and of our Independence the 88th.

[L. S.] GEO. P. BOWEN, *Clerk*

Marshal's return.

By virtue of this writ I have this day levied on and attached the within descri property and made due proclamation thereof, and as said property is perishable liable to be destroyed, I respectfully recommend its sale, pending proceedings aga the same, this 19th day of May, 1864.

D. L. PHILLIPS,
United States Marsh

Filed this 19th day of May, 1864.

GEO. P. BOWEN, *Cle*

Notice of libel and seizure.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Whereas, on the 18th day of May, A. D. 1864, L. Weldon, United States district attorney, filed a libel in the district court of the United States for the southern district of Illinois, against 650 bales of cotton, 180 coils of rope, 16 bales of bagging, 8 rolls of bagging, 180 pieces of bagging, and 29 pieces of leather, in a cause of condemnation and forfeiture; and whereas, by virtue of process in due form of law to me directed, returnable on the first Monday in June next, I have seized upon and taken the said property, and have the same in my custody: Notice is hereby given that a district court of the United States will be held at the United States court-room, in the city of Springfield, on the first Monday in June next, for the trial of the said premises, and the owner or owners, and all persons who have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

D. L. PHILLIPS,
United States Marshal.

SPRINGFIELD, *May* 20, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published Springfield, Ill., do hereby certify that the annexed notice was published in said pap for fourteen days successively; the first publication thereof having been made on t 21st day of May, A. D. 1864, and the last on the 5th day of June, A. D. 1864.

Illinois State Register Printing Company, publishers Illinois State Register, per
D. O. C.

Filed June 6, 1864.

GEO. P. BOWEN, *Clerk.*

On the said 19th day of May, in the year last aforesaid, the following proceedings were had in said court in said cause, and entered of record, to wit:

Order of sale pendente lite.

The United States *v.* 650 bales of cotton, 100 coils of rope, 16 bales, 8 rolls, and 160 pieces of bagging, and 29 pieces of leather.	In prize.

It appearing to the court, from the return of the marshal to the writ of monition issued in this cause, that he has attached the said 650 bales of cotton, 100 coils of rope, 16 bales, 8 rolls, and 160 pieces of bagging, and 29 pieces of leather, and that the same are perishable and liable to destruction, it is thereupon ordered by the court that the said property be sold by the marshal under and by virtue of a writ of venditioni exponas, to be issued by the clerk of the court, in accordance with the rules and practice of the court; and that upon making such sale the marshal deposit the proceeds thereof with the assistant treasurer of the United States at Saint Louis, subject to the order of the court. It is further ordered that said writ be made returnable on the second Monday of June next, and that the marshal give notice of said sale, by publication in the newspaper designated by the court, and also in one or more newspapers published in the cities of Chicago, Saint Louis, Cincinnati, and Cairo.

And thereupon a writ of venditioni exponas was issued, directed to the marshal of said district to execute, and was afterwards, to wit, on the 21st day of June, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the 18th day of May, in the year of our Lord 1864, by Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States of America, and of all other persons concerned, against 650 bales of cotton, 100 coils of rope, 16 bales of bagging, 8 rolls of bagging, 160 pieces of bagging and 29 pieces of leather, praying that the same may be condemned and sold for the causes in said libel alleged; and whereas the above described property has been attached by process issued out of said district court in pursuance of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had, that by the decree of said court in this cause made on the nineteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, the said above-described property was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale according to law: Therefore, you, the said marshal, are hereby commanded to cause said above-described property to be sold in manner and form, upon the notice, and at the time and place required by law, and that you deposit the money arising from such sale with the assistant treasurer of the United States at St. Louis; and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in said district, on the 2d Monday of June, in the year of our Lord one thousand eight hundred and sixty-four, and have you also then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this 19th day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our Independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Notice of sale—United States marshal's sale in admiralty.

By virtue of a writ of sale issued out of the United States district court for the southern district of Illinois in admiralty, dated on the 19th day of May, A. D. 1864, will be sold at public auction to the highest bidder for cash, at Cairo, in said district, on the 8th day of June, A. D. 1864, the following described property, to wit, 650 bales of cotton, 100 coils of rope, 16 bales of bagging, 8 rolls of bagging, 160 pieces of bagging and 29 pieces of leather, the same having been ordered by the court to be sold for the benefit of those whom it may concern.

D. L. PHILLIPS,
United States Marshal.

SPRINGFIELD, ILL., *May* 20, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published in Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for 10 days successively, the first publication thereof having been made on the 21st day of May, A. D. 1864, and the last on the 1st day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per—

D. O. C.

Filed June 21, 1864.

GEORGE P. BOWEN, *Clerk.*

Marshal's return to venditioni exponas.

By virtue of this writ I sold, on the 8th day of June, A. D. 1864, the within-described property, for the sum of $272,437.39, and have deposited the same with the assistant United States treasurer at Saint Louis, the certificate of which deposit I new return with this writ.

D. L. PHILLIPS,
United States Marshal.

Filed June 21, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$272,437.39. OFFICE OF ASSISTANT TREASURER UNITED STATES,
Saint Louis, Mo., June 18, 1864.

I certify that D. L. Phillips, United States marshal for the southern district of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of The United States *vs.* 650 bales of cotton, &c., $272,437.39, proceeds of sale in said cause.

BEN. FARRAR,
Assistant Treasurer.

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

On the 21st day of May, in the year last aforesaid, came again the said Lawrence Weldon, district attorney of the United States for said district, and filed in the office of the clerk of said court a libel in behalf of the United States and all others concerned, against 788 bales and 52 sacks of cotton, in a cause of prize, which said libel is in the words and figures following, to-wit:

Libel.

District court—In prize.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Be it remembered, that on the 21st day of May, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney for the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed that on or about the 1st day of April, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the navy of the United States did seize as lawful prize of war the following, to-wit, 788 bales and 52 sacks of cotton, which are now at the port of Cairo, and within the jurisdiction of this court.

The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property so captured is lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel; and, all due proceedings being had, your honor will adjudge and decree a condemnation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON,
United States Attorney.

Filed May 21, 1864.

GEO. P. BOWEN, *Clerk.*

Whereupon the following proceedings were had in said court in said cause, and entered of record, to-wit:

Order for process.

The United States *v.* 788 bales and 52 sacks of cotton.	In prize.

It is ordered by the court that a writ of monition issue in this cause returnable on the second Monday of June next.

And thereupon a writ of attachment and monition was issued against said property, directed to the marshal of the southern district of Illinois to execute, and was afterwards, to-wit, on the 23 day of May, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to-wit:

Attachment and monition.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinios, onthe 21st day of May, in the year of our Lord one thousand eight hundred and sixty-four, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against 788 bales and 52 sacks of cotton, for reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons having or pretending to have any right, title, or interest therein may be cited to appear and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof, as lawful prize of war: You are therefore commanded to attach the said 788 bales and 52 sacks of cotton, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice by publication in the Illinois State Register for fourteen days previous to the day of trial of such seizure and libel, to all persons claiming the said 788 bales and 52 sacks of cotton, or knowing or having anything to say why this court should not pronounce against the same, according to the prayer of said libel, and that they be and appear before the said court, to be held in and for the southern district of Illinois, at the United States court-room, in the city of Springfield, in said district, on the second Monday in June next, if that day be a day of jurisdiction, if not, then on the first day of jurisdiction thereafter, at 10 o'clock in the forenoon of that day, then and there to interpose a claim for the same, and to make their allegations in that behalf; and what you shall have done in the premises, do you then and there make return, together with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this 21st day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our Independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I have attached and seized the within-described property, and made due proclamation of the same; and as said property is perishable and liable to be destroyed, I respectfully recommend its sale, pending proceedings, on this 23d day of May, 1864.

D. L. PHILLIPS,
United States Marshal.

Filed this 23d day of May, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Notice of libel and seizure.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss.:

Whereas, on the 21st day of May, A. D. 1864, L. Weldon, United States district attorney, filed a libel, in the district court of the United States for the southern district of Illinois against 788 bales and 52 sacks of cotton, in a cause of condemnation and forfeiture; and whereas by virtue of process in due form of law to me directed, re-

turnable on the second Monday in June next, I have seized upon and taken the sa property, and have the same in my custody—

Notice is hereby given that a district court of the United States will be held at t United States court-room, in the city of Springfield, on the second Monday in Ju next, for the trial of the said premises, and the owner or owners, and all persons w have or claim any interest are hereby cited to be and appear at the time and pla aforesaid, to show cause, if any they have, why a final decree should not pass prayed.

D. L. PHILLIPS,
United States Marshal

SPRINGFIELD, *May* 23, 1864.

Certificate of publication.

The undersigned, publishers of the Illinois State Register, a newspaper publishe at Springfield, Ill., do hereby certify that the annexed notice was published in sai paper for fourteen days successively, the first publication thereof having been mad on the 24th day of May, A. D. 1864, and the last on the 8th day of June, A. D. 1864.

Illinois State Register Printing Company, publishers Illinois State Register, per—

Filed June 13, 1864.

D. O. C.
GEO. P. BOWEN, *Clerk.*

On the said 23d day of May, in the year last aforesaid, the following further pr ceedings were had in said court in said cause, and entered of record, to wit:

Order of sale pendente lite.

The United States *v.* 788 bales and 52 sacks of cotton.	In prize.

It appearing to the court from the return of the marshal to the writ of monitio issued in this cause that he has attached the said 788 bales and 52 sacks of cotton, an that the same is perishable and liable to destruction, it is thereupon ordered by the court that the said property be sold by the marshal under and by virtue of a writ of venditioni exponas, to be issued by the clerk of this court in accordance with the rules and practice of the court, and that upon making such sale the marshal deposit the proceeds thereof with the assistant treasurer of the United States at Saint Louis, subject to the order of the court. It is further ordered that said writ be made returnable on the second Monday of June next, and that the marshal give notice of such sale by publication in the newspaper designated by the court, and also in one or more newspapers published in the cities of Chicago, Saint Louis, Cincinnati, and Cairo.

And thereupon a writ of venditioni exponas was issued, directed to the marshal of said district to execute, and was afterwards, to wit, on the 21st day of June, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto, and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the 21st day of May, in the year of our Lord 1864, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against 788 bales and 52 sacks of cotton, praying that the same may be condemned and sold for the causes in said libel alleged; and whereas the said 788 bales and 52 sacks of cotton has been attached by process issued out of said district court in pursuance of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had that, by the decree of said court in this cause made on the 23d day of May, in the year of our Lord 1864, the said 788 bales and 52 sacks of cotton was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale according to law:

Therefore you, the said marshal, are hereby commanded to cause the said 788 bales

and 52 sacks of cotton to be sold, in manner and form, upon the notice, and at the time and place required by law, and that you deposit the money arising from such sale with the assistant treasurer of the United States at Saint Louis, and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in said district, on the second Monday in June, in the year of our Lord 1864, and have you also then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this 23d day of May, in the year of our Lord 1864, and of our Independence the 88th.

[L. S.] GEO. P. BOWEN, *Clerk.*

Notice of sale.—United States marshal's sale in admiralty.

By virtue of a writ of sale issued out of the United States district court for the southern district of Illinois, in admiralty, dated on the 23d day of May, A. D. 1864, will be sold at public sale, to the highest and best bidder for cash, at Cairo, in said district, on the 8th day of June, A. D. 1864, the following-described property, to wit, 788 bales and 52 sacks of cotton, ordered by the court to be sold for the benefit of whom it may concern.

D. L. PHILLIPS,
United States Marshal.

SPRINGFIELD, ILL., May 23, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Ill., do hereby certify that the annexed notice was published in said paper for ten days successively, the first publication thereof having been made on the 24th day of May, A. D. 1864, and the last on the 4th day of June, A. D. 1864.

Illinois State Register Printing Company, publishers Illinois State Register, per—

Filed June 21, 1864.

D. O. C.
GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ, I sold on the 8th day of June, A. D. 1864, the within-described property, for the sum of $321,824.19, and have deposited the same with the assistant United States treasurer at Saint Louis, the certificate of which deposit I now return with this writ.

D. L. PHILLIPS,
United States Marshal.

Filed June 21, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$321,824.19.] OFFICE OF ASSISTANT TREASURER UNITED STATES,
Saint Louis, Mo., June 18, 1864.

I certify that D. L. Phillips, U. S. marshal for the southern district of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of the United States *vs.* 788 bales and 52 sacks of cotton, $321,824.19, proceeds of sale in said cause.

BEN FARRAR,
Assistant Treasurer.

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

On the said 21st day of May, in the year last aforesaid, the said Lawrence Weldon, district attorney of the United States for said district, also filed in the office of the clerk of said court a libel in behalf of the United States, and all others concerned, against four hundred and nine bales and one *one* hundred and thirty-nine sacks of cotton, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court—In prize.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Be it remembered that, on the 21st day of May, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney for the United States for said district, in the name and behalf of the United States, and of

all other persons concerned, propounds and gives the said judge to understand ar be informed that on or about the first day of April, A. D. 1864, on waters navigable the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the Nav of the United States did seize as lawful prize of war the following, to wit: Four hu dred and nine bales and one hundred and thirty-nine sacks of cotton, which are no at the port of Cairo, and within the jurisdiction of this court.

The said attorney alleges that all and singular the premises are true and with the prize jurisdiction of this court, and that all of the said property so captured lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue again said property, and the monition of this honorable court in that behalf to be made and that all persons interested in said property may be cited to appear and answer al and singular the allegations of this libel; and all due proceedings being had, you honor will adjudge and decree a condemnation of said property as prize of war, an that the proceeds thereof may be distributed according to law.

L. WELDON,
United States Attorney.

Filed May 21, 1864.

GEO. P. BOWEN, *Clerk.*

Whereupon the following proceedings were had in said court in said cause, and en tered of record, to wit:

Order for process.

The United States *v.* 409 bales and 139 sacks of cotton.	In prize.

It is ordered by the court that a writ of monition issue in this cause, returnable o the second Monday of June next.

And thereupon a writ of attachment and monition was issued against said propert directed to the marshal of the southern district of Illinois to execute, and was after wards, to wit, on the 23d day of May, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

Attachment and monition.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois on the 21st day of May, in the year of our Lord 1864, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against 409 bales and 139 sacks of cotton, for reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons having, or pretending to have, any right, title, or interest therein may be cited to appear and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof as lawful prize of war: You are therefore commanded to attach the said 409 bales and 139 sacks of cotton, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice, by publication in the Illinois State Register for fourteen days previous to the day of trial, of such seizure and libel to all persons claiming the said 409 bales and 139 sacks of cotton, or knowing or having anything to say why this court should not pronounce against the same according to the prayer of said libel, and that they be and appear before the said court, to be held in and for the southern district of Illinois, at the United States court-room in the city of Springfield, in said district, on the second Monday in June next, if that be a day of jurisdiction; if not, then on the first day of jurisdiction thereafter, at ten o'clock in the forenoon of that day, then and there to interpose a claim for the same and to make their allegations in that behalf. And what you shall have done in the premises do you then and there make return, together with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Marshal's return.

3y virtue of this writ I have attached and seized the within-described property l made due proclamation thereof, and as said property is perishable and liable to destroyed, I respectfully recommend its sale pending proceedings, on the 23d day lay, 1864.

D. L. PHILLIPS,
United States Marshal.

'iled this 23d day of May, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Notice of libel and seizure.

ITED STATES OF AMERICA,
Southern District of Illinois, ss:

Vhereas, on the 21st day of May, A. D. 1864, L. Weldon, United States district at-ney, filed a libel in the district court of the United States for the southern district llinois, against 409 bales and 139 sacks of cotton, in a cause of condemnation and feiture; and whereas by virtue of process in due form of law to me directed, re-nable on the second Monday in June next, I have seized upon and taken the said perty, and have the same in my custody—

iotice is hereby given that a district court of the United States will be held at the ited States court-room in the city of Springfield, on the second Monday in June ct, for the trial of the said premises, and the owner or owners, and all persons who ve or claim any interest, are hereby cited to be and appear at the time and place resaid, to show cause, if any they have, why a final decree should not pass as yed.

D. L. PHILLIPS,
United States Marshal.

PRINGFIELD, ILL., *May* 23, 1864.

Certificate of publication.

'he undersigned, publishers of the Illinois State Register, a newspaper published Springfield, Illinois, do hereby certify that the annexed notice was published in l paper for fourteen days successively, the first publication thereof having been de on the 24th day of May, A. D. 1864, and the last on the 8th day of June, A. D. 4.

llinois State Register Printing Co., publishers Illinois State Register, per—
D. O. C.

'iled June 13, A. D. 1864.

GO. P. BOWEN, *Clerk.*

n the said twenty-third day of May, in the year last aforesaid, the following fur-r proceedings were had in said court, in said cause, and entered of record, to wit:

Order of sale pendente lite.

The United States *v.* bales and 139 sacks of cotton.	In prize.

; appearing to the court, from the return of the marshal to the writ of monition ed in this cause, that he has attached the said four hundred and nine bales and hundred and thirty-nine sacks of cotton, and that the same is perishable and le to be destroyed, it is thereupon ordered by the court that the said property be by the marshal under and by virtue of a writ of venditioni exponas, to be issued he clerk of this court in accordance with the rules and practice of the court, and t upon making such sale the marshal deposit the proceeds thereof with the assist-treasurer of the United States at St. Louis, subject to the order of the court. further ordered that said writ be made returnable on the second Monday of June t, and that the marshal give notice of said sale by publication in the newspaper gnated by the court, and also in one or more newspapers published in the cities hicago, St. Louis, Cincinnati, and Cairo.

Thereupon a writ of venditioni exponas was issued, directed to the marshal of said rict to execute, and was afterwards, to wit, on the twenty-first day of June, in year last aforesaid, returned by said marshal duly executed, which said writ, to-

gether with the return of the marshal thereto and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the 21st day of May, in the year of our Lord 1864, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against 409 bales and 139 sacks of cotton, praying that the same may be condemned and sold for the causes in said libel alleged; and whereas the said 409 bales and 139 sacks of cotton has been attached by process issued out of said district court in pursuance of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had that by a decree of said court, in this cause made on the 23d day of May, in the year of our Lord 1864, the said 409 bales and 139 sacks of cotton was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale according to law:

Therefore you, the said marshal, are hereby commanded to cause the said 409 bales and 139 sacks of cotton to be sold, in manner and form, upon the notice, and at the time and place, required by law, and that you deposit the money arising from such sale with the assistant treasurer of the United States at Saint Louis; and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in the said district, on the second Monday of June, in the year of our Lord 1864, and have you also then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this 23d day of May, in the year of our Lord 1864, and of our Independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Notice of sale.—United States marshal's sale in admiralty.

By virtue of a writ of sale issued out of the United States district court for the southern district of Illinois, in admiralty, dated on the 23d day of May, A. D. 1864, will be sold at public sale to the highest and best bidder for cash, at Cairo, in said district, on the 8th day of June, A. D. 1864, the following described property, to wit: 409 bales and 139 sacks of cotton, the same having been ordered by the court to be sold for the benefit of whom it may concern.

D. L. PHILLIPS,
United States Marshal.

SPRINGFIELD, ILL., *May* 23, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Ill., do hereby certify that the annexed notice was published in said paper for ten days successively, the first publication having been made on the 24th day of May, A. D. 1864, and the last on the 4th day of June, A. D. 1864.

Illinois State Register Printing Company, publishers Illinois State Register, per D. O. C.

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I sold, on the 8th day of June, A. D. 1864, the within-described property for the sum of $176,958.36, and have deposited the same with the assistant United States treasurer at Saint Louis, the certificate of which deposit I now return with this writ.

D. L. PHILLIPS,
United States Marshal.

Filed June 21, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$176,958.36.] OFFICE OF ASSISTANT TREASURER UNITED STATES,
Saint Louis, Mo., June 18, 1864.

I certify that D. L. Phillips, United States marshal for the southern district of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of the United States v. 409 bales and 139 sacks of cotton, $176,958.36, proceeds of sale in said cause.

BEN. FARRAR,
Assistant Treasurer.

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

On the third day of June, in the year last aforesaid, came again the said Lawrence Weldon, district attorney of the United States for said district, and filed in the office of the clerk of said court a libel in behalf of the United States, and all others concerned, against 1,000 bales of cotton, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court.—In prize.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Be it remembered that on the third day of June, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed that, on or about the 20th day of May, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the Navy of the United States did seize, as lawful prize of war, the following, to wit, 1,000 bales cotton, which are now at the port of Cairo, and within the jurisdiction of this court. The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property so captured is lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel, and all due proceedings being had, your honor will adjudge and decree a condemnation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON, *U. S. Att'y.*

Filed June 3, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

And thereupon the following proceedings were had in said court in said cause, and entered of record, to wit:

Order for process.

The United States
v.
1,000 bales of cotton. } In prize.

It is ordered by the court that a writ of monition issue in this cause, returnable on the third Monday of June instant.

Whereupon a writ of attachment and monition was issued against said property, directed to the marshal of the southern district of Illinois, to execute, and was afterwards, to wit, on the 4th day of June in the year last aforesaid, returned by said marshal, duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

Attachment and monition.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois, on the 3d day of June, in the year of our Lord 1864, by Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of

the United States and of all others concerned, against 1,000 bales of cotton, for reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons having or pretending to have any right, title, or interest therein may be cited to appear, and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof as lawful prize of war:

You are therefore commanded to attach the said 1,000 bales of cotton, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice, by publication in the Illinois State Register for fourteen days previous to the day of trial, of such seizure and libel, to all persons claiming the said 1,000 bales of cotton, or knowing or having anything to say why this court should not pronounce against the same, according to the prayer of said libel, and that they be and appear before the said court, to be held in and for the southern district of Illinois, at the United States court-room in the city of Springfield, in said district, on the 3d Monday in June instant, if that be a day of jurisdiction, if not, then on the first day of jurisdiction thereafter, at 10 o'clock in the forenoon of that day, then and there to interpose a claim for the same, and to make their allegations in that behalf; and what you shall have done in the premises do you then and there make return, together with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this 3d day of June, in the year of our Lord 1864 and of our independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I have, this 4th day of June, 1864, attached the within described property, and made proclamation thereof, and as said cotton is perishable and liable to be destroyed, I respectfully recommend its sale pending proceedings against the same.

D. L. PHILLIPS,
United States Marshal.

Filed this 4th day of June, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Notice of libel and seizure.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

Whereas on the third day of June, A. D. 1864, L. Weldon, United States district attorney, filed a libel in this district court of the United States for the southern district of Illinois, against 1,000 bales of cotton, in a cause of condemnation and forfeiture; and whereas by virtue of process, in due form of law, to me directed, returnable on the third Monday in June, instant, I have seized upon and taken the said property, and have the same in my custody—

Notice is hereby given, that a district court of the United States will be held at the United States court-room, in the city of Springfield, on the third Monday in June instant, for the trial of the said premises, and the owner or owners, and all persons who have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

D. L. PHILLIPS,
United States Marshal.

SPRINGFIELD, ILL., *June* 4, 1864.

Certificate of publication.

The undersigned, publishers of the Illinois State Register, a newspaper published at Springfield, Ill., do hereby certify that the annexed notice was published in said paper for fourteen days successively, the first publication thereof having been made on the 5th day of June, A. D. 1864, and the last on the 20th day of June, A. D. 1864.

Illinois State Register Printing Company, publishers Illinois State Register, per D. O. CROWLEY.

Filed June 20, 1864.

GEO. P. BOWEN, *Clerk.*

On the said 4th day of June, in the year last aforesaid, the following further proceedings were had in said court in said cause and entered of record, to-wit:

Order of sale pendente lite.

The United States
v.
1,000 bales of cotton. } In prize.

It appearing to the court, from the return of the marshal to the writ of monition issued in this cause, that he has attached the said 1,000 bales of cotton, and that the

rishable and liable to be destroyed, it is thereupon ordered by the court that
roperty be sold by the marshal, under and by virtue of a writ of *venditioni ex-*
be issued by the clerk of this court, in accordance with the rules and prac-
court, and that upon making such sale the marshal deposit the proceeds
th the assistant treasurer of the United States at Saint Louis, subject to
of the court.
ther ordered that the said writ be made returnable on the fourth Monday of
int, and that the marshal give notice of said sale by publication in the news-
guated by the court and also in one or more newspapers published in the
hicago, Saint Louis, Cincinnati, and Cairo.
renpon a writ of *venditioni exponas* was issued, directed to the marshal of
ct to execute, and was afterwards, to wit, on the 29th day of July, in the
aforesaid, returned by said marshal, duly executed, which said writ, together
eturn of the marshal thereto, and the certificate of deposit filed therewith,
words and figures following, to wit:

Venditioni exponas.

TATES OF AMERICA,
thern District of Illinois, ss:

ed States of America to the marshal of the southern district of Illinois,
greeting:

s a libel was filed in the district court of the United States for the southern
Illinois, on the 3d day of June, in the year of our Lord 1864, by Lawrence
listrict attorney of the United States for said district, in the name and be-
e United States and of all others concerned, against 1,000 bales of cotton,
nat the same may be condemned and sold for the causes in said libel alleged;
eas the said 1,000 bales of cotton has been attached by process issued out of
ct court, in pursuance of the said libel, and is now in custody by virtue
nd such proceedings have been thereupon had that by the decree of said
nis cause made on the 4th day of June, in the year of our Lord 1864, the said
s of cotton was ordered to be sold by you, the said marshal, after giving ten
ce of such sale, according to law:
re you, the said marshal, are hereby commanded to cause said one thousand
ottou to be sold, in manner and form upon the notice, and at the time and
nired by law, and that you deposit the money arising from such sale with
int treasurer of the United States at Saint Louis; and have you a certificate
ogether with a return of your proceedings hereon, in said court at Spring-
aid district, on the fourth Monday of June, in the year of our Lord 1864, and
also then and there this writ.
the Hon. Samuel H. Treat, judge of our said court, 4th day of June, in the
r Lord 1864, and of our independence the eighty-eighth.

GEO. P. BOWEN, *Clerk.*

Notice of sale.—United States marshal's sale in admiralty.

ne of a writ of sale, issued out of the United States district court for the
listrict of Illinois, in admiralty, dated on the 4th day of June, A. D. 1864,
ld at public sale, to the highest and best bidder, for cash, at Cairo, in said
n the 22d day of June, A. D. 1864, the following described property, to wit,
and bales of cotton, the same having been ordered by the court to be sold
nefit of whom it may concern.

D. L. PHILLIPS,
United States Marshal.

FIELD, ILL., June 6, 1864.

Certificate of publication.

lersigned, publisher of the Illinois State Register, a newspaper published at
l, Ill., do hereby certify that the annexed notice was published in said
ten days successively, the first publication thereof having been made on the
June, A. D. 1864, and the last on the 18th day of June, A. D. 1864.
State Register Printing Company, publishers Illinois State Register, per
D. O. COWLEY.

ly 29, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I sold, on the 22d day of June, A. D. 1864, the within-describ cotton, for the sum of $447,004.96, and have deposited the same with the assists United States treasurer at St. Louis, Mo., the certificate of which deposit is herewi returned, July 28, 1864.

D. L. PHILLIPS,
United States Marshal

Filed July 29, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$447,004.96.] OFFICE OF ASSISTANT TREASURER UNITED STATES,
Saint Louis, Mo., July 27, 1864

I certify that D. L. Phillips, United States marshal for the southern district of Il nois, has this day deposited to the credit of the district court of the United Sta for said district, in the case of the United States *vs.* 1,000 bales of cotton, $447,004.: proceeds of sale in said cause.

H. H. WERUSE,
Acting Assistant Treasurer.

Filed July 29, 1864.

GEO. P. BOWEN, *Clerk.*

On the 7th day of June, in the year last aforesaid, the following proceedings we had in said court and entered of record, to wit:

Motion to consolidate causes.

The United States *v.* 650 bales of cotton, &c.
The United States *v.* 788 bales and 52 sacks cotton, &c.
The United States *v.* 409 bales and 139 sacks cotton.
The United States *v.* 1,000 bales of cotton.

Now come Messrs. Edwards and Brown, Hay and Cullom, proctors for Cornelia Voorhies *et al.*, and enter their motion to consolidated the above-entitled causes.

And afterwards, to wit, on the 14th day of June, in the year last aforesaid, the following further proceedings were had in said court and entered of record, to wit:

Order of consolidation.

The United States *v.* 650 bales of cotton, &c.
The United States *v.* 788 bales and 52 sacks of cotton.
The United States *v.* 409 bales and 1,139 sacks of cotton.
The United States *v.* 1,000 bales of cotton.

The court, having fully considered, and being now sufficiently advised upon th motion heretofore entered by Messrs. Edwards & Brown, Hay & Cullom, proctors fo Cornelius Voorhies and others, to consolidate the above-entitled causes—

It is ordered and decreed that such motion be sustained, and that said causes b consolidated.

And afterwards, to wit, on the 16th day of June, in the year last aforesaid, the following proceedings were had in said court and entered of record, to wit:

Order for proof.

It is ordered by the court that either party to any prize case pending in this cou have leave to take depositions therein upon commission, or upon giving the adver party legal notice of the time and place of taking the same.

And afterwards, to wit, on the 7th day of September, in the year last aforesai came Jules Le More, agent for G. A. Le More & Co., claimants of 830 bales of the co ton libeled therein, by S. T. Logan, esq., and William M. Springer, esq., his pro tors, and filed in the office of the clerk of said court his claim and answer in said e titled cause, which said claim and answer is in the words and figures following, to wi

Claim and answer of G. A. Le More & Co.

United States of America, southern district of Illinois, district court thereof, in a miralty.

The answer of Jules Le More, agent for and on behalf of the firm of G. A. Le Mo & Co., a firm consisting of Gustave A. Le More and Leontine Le More, trading an *doing* business in the name and style of G. A. Le More & Co., the owners of 830 bal

of cotton, to the libels of Lawrence Weldon on behalf of the United States, as well as all others concerned, against 650, 788, 409, and 1,000 bales of cotton, contained in the consolidated case, the said 830 bales of cotton being a part of said lots of cotton in the said libels mentioned. And now comes Jules Le More, agent for and on behalf of Gustave A. Le More and Leontine Le More, trading under the name and style of G. A. Le More & Co., the owners of the said 830 bales of cotton above mentioned, and for answer to the said libels of the said Weldon against said cotton, doth allege and propound as follows, to wit:

First. That the said Gustave A. Le More and Leontine Le More, partners as aforesaid, are the true and *bona fide* owners of the said 830 bales of cotton, and that the said Jules Le More is duly authorized to put in claim in their behalf to the said cotton in this suit.

Second. That it is true, as alleged in said libels, that said cotton was seized by persons belonging to the Navy of the United States, but this respondent denies that the said cotton was a lawful prize of war, or belonging to the enemies of the United States, or that the same was seized in waters navigable to the sea by vessels of ten or more tons burden; but, on the contrary, this respondent avers said cotton was seized on land, and taken from the Simmons plantation, twenty-one miles from the town of Monroe, in the State of Louisiana, where said cotton was stored for safe-keeping.

Third. This respondent further alleges that the said Gustave A. Le More and Leontine Le More, composing the said firm of G. A. Le More & Co., are citizens of the Empire of France, residing in Havre; that they have never taken part against the United States in aiding the present rebellion, but have strictly obeyed and observed the proclamation of the Emperor Napoleon III, enjoining upon the subjects of his Empire neutrality.

Fourth. This respondent further alleges that he is a citizen of the French Empire, and was born in Havre, in said Empire, and has strictly obeyed the proclamation of neutrality by the Emperor Napoleon III.

Therefore this respondent prays this honorable court to pronounce against the demand of the libellants in the aforesaid libels mentioned and set forth, as to said 830 bales of cotton, in the said lots of 650, 788, 409, 1,000 bales in the said consolidated case, and that the same be returned to him, as the agent of the said firm; and, in case the same has been sold by order of this honorable court, then that the proceeds of said 830 bales be paid over to this respondent, together with his costs.

JULES LE MORE.

Sworn and subscribed to before me this 7th day of September, A. D. 1864.

GEO. P. BOWEN, *Clerk*.

Filed September 7, 1864.

GEO. P. BOWEN, *Clerk*.

And afterwards, to wit, on the 6th day of November, in the November special term of said court, in the year of our Lord 1865, the following proceedings were had in said court, in said entitled cause and entered of record, to wit:

In the district court of the United States for the southern district of Illinois, in prize.

The United States
v.
650 bales of cotton, &c.; 788 bales and 52 sacks of cotton, 409 bales and 139 sacks of cotton, and 1,000 bales of cotton.

MONDAY, *November* 6, 1865.

Present, the Hon. Samuel H. Treat, judge.

This cause having been heard upon the libels, the claim and answer of G. A. Le More & Co., a firm consisting of Gustave A. Le More and Leontine Le More, claimants of 830 bales of said cotton, and the proofs on file, and the court having considered, and being now sufficiently advised in the premises, finds that the said claimants are not entitled to the said 830 bales of cotton or the proceeds thereof.

It is therefore ordered, adjudged, and decreed by the court that the said claim be dismissed, at the costs of the claimants, and that execution issue therefor.

And now come the said claimants, Gustave A. Le More and Leontine Le More, by S. T. Logan, esq., and McClernand, Broadwell and Springer, their proctors, and pray an appeal to the Supreme Court of the United States. It is therefore ordered by the court that an appeal be allowed said claimants, upon their entering into bond in the penalty of $2,000, with sufficient security, on or before the 1st day of January next, conditioned to answer all damages and costs that shall be adjuged against them, if they shall fail to make good their plea.

And afterwards, to wit, on the 28th day of December, in the year last aforesai came the said claimants, by S. T. Logan, esq., and McClernand, Broadwell a Springer, their proctors, and filed in the office of the clerk of said court their appe bond in said entitled cause, which said appeal bond is in the words and figures f lowing, to wit:

Supreme Court of the United States.

Appeal from the district court of the United States for the southern district of I nois, in prize.

The United States
v.
650 bales of cotton, &c., 788 bales, 52 sacks of 52 sacks of cotton, 409 bales, 139 sacks of cotton, and 1,000 bales of cotton.
Gustave A. Le More and Leontine Le More claimants of 830 bales of cotton.

Know all men by these presents, that we, Gustave A. Le More and Leontine L More, as principal, and John A. McClernand, Nourman M. Broadwell, and Willia M. Springer, as sureties, are held and firmly bound unto the United States in the su of $2,000, to be paid to the United States; to which payment, well and truly to b made, we bind ourselves, and each of us, jointly and severally, and our and each c our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated this 28th day of December, A. D. 1865.

The condition of this obligation is such, that whereas the above-named Gustave A Le More and Leontine Le More have prayed an appeal to the Supreme Court of th United States to reverse a decree rendered by the district court of the United Stat for the southern district of Illinois, on the 6th day of November, A. D. 1865, in fav of the United States and against the said Gustave A. Le More and Leontine Le Mo in the above-entitled cause, which appeal has been allowed:

Now, therefore, if the above-named Gustave A. Le More and Leontine Le Mo shall prosecute their said appeal to effect, and answer all damages and costs that ma be adjudged against them if they shall fail to make good their plea, then this oblig tion shall be void; otherwise the same shall be and remain in full force and virtu

G. A. LE MORE & CO., [SEAL.]
By WM. M. SPRINGER, *their attorney.*
A. LE MORE. [SEAL.]
JOHN A. McCLERNAND. [SEAL.]
NOURMAN M. BROADWELL. [SEAL.]
WM. M. SPRINGER. [SEAL.]

Approved December 28, 1865.

S. H. TREAT,
District Judge.

Filed December 28, 1865.

GEO. P. BOWEN, *Clerk.*

The naval reports relating to the capture of said cotton, and the documents a papers accompanying the same, transmitted to said court by the captors, and filed the office of the clerk of said court, are in the words and figures following, to wit:

Naval reports and documents.

Letter of Capt. A. M. Pennock, reporting capture of 650 bales of cotton, &c.

[Extract.]

OFFICE MISSISSIPPI SQUADRON,
Mound City, Ill., May 13, 186

SIR: I have the honor to inform you that the following cotton, captured by ve belonging to this squadron, under command of Rear Admiral Porter, is now at C Ill., stored with Messrs. Halliday & Co., 103 bales cotton, taken by the Red Ri expedition; 63 bales cotton, taken by the Red River expedition; 484 bales cott taken by the Red River expedition, 17 bales of which are put in bags, the bales ha ing broken open.

I also report the following articles as prize to the Red River expedition, viz: 100 coils rope, 16 bales, 8 rolls, and 160 pieces bagging, and 29 pieces leather.

Very respectfully, your obedient servant,

A. M. PENNOCK,
Fleet Captain and Commandant Station.

Hon. S. H. TREAT,
U. S. Judge for the southern district of Illinois, Springfield, Ill.

Filed May 18, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Rear-Admiral D. D. Porter, concerning 484 bales of cotton reported as belonging to Red River expedition.

MISSISSIPPI SQUADRON, FLAG-SHIP BLACK HAWK,
Mound City, May 31, 1864.

SIR: On the 13th instant Captain Pennock reported to you 484 bales cotton belonging to the Red River expedition. This should have been put down to the credit of the Ouachita River, and the following vessels are entitled to a share: Black Hawk, Fort Hindman, Cricket, Eastport, Lafayette, Neosho, Ozark, Osage, Choctaw, Chillicothe, Louisville, Carondelet, Benton, Pittsburg, Mound City, Essex, Lexington, Ouachita, Gazelle, Kenworth, Juliet, Avenger.

Very respectfully, &c.,

DAVID D. PORTER,
Rear Admiral.

Hon. S. H. TREAT,
U. S. District Judge, Springfield, Ill.

GEO. P. BOWEN, *Clerk.*

Letter of Capt. A. M. Pennock, reporting capture of 788 bales, 52 sacks, and 1,412 bales, 139 sacks cotton, by Red and Ouachita River expedition.

OFFICE OF MISSISSIPPI SQUADRON,
Mound City, Ill., May 18, 1864.

SIR: I have the honor to inform you that the following cotton is now stored with Messrs. Halliday Bros., Cairo, Ill., it having been captured by vessels belonging to this squadron, under command of Rear-Admiral D. D. Porter, viz: Seven hundred and eighty-eight bales and 52 sacks of cotton, captured by the Red and Ouachita River expedition; 1,412 bales and 139 sacks of cotton, captured by the Ouachita River expedition. I herewith inclose a letter, dated May 2, 1864, from Lieut. Commander K. R. Breese, commanding U. S. S. Black Hawk, in relation to the former lot, and a letter from Lieut. Commander F. M. Ramsay, commanding U. S. S. Choctaw, dated April 21st, 1864, in relation to the latter lot.

Very respectfully, your obedient servant,

A. M. PENNOCK,
Fleet Captain and Commandant Station.

Hon. S. H. TREAT,
United States Judge for the southern district of Illinois, Springfield, Ill.

Filed May 21, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Lieut. Commander K. R. Breese, concerning cotton captured on Red and Ouachita Rivers.

MISSISSIPPI SQUADRON, FLAG-SHIP BLACK HAWK,
Mouth Red River, May 2, 1864.

SIR: I send up by the Ike Hammett a barge loaded with cotton, being a portion of that captured on the Red and Ouachita Rivers. I do not know the number of bales contained in the barge, not having the account in my possession.

Very respectfully, your obedient servant,

K. R. BREESE,
Lieut. Commander, Commanding.

Capt. A. M. PENNOCK,
Fleet Captain and Commandant, Naval Station, Cairo, Ill.

Filed May 21, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Lieut. Commander F. M. Ramsay, concerning cotton captured on Ouachita River.

U. S. S. CHOCTAW (OFF MOUTH OF RED RIVER),
April 21, 1864.

SIR: I send up by the V. F. Wilson three barges of cotton, captured by the expedition up the Ouachita River. Another barge will be sent up the next tow-boat. There are 2,809 bales in all. Lieut. Commander J. P. Foster had command of the expedition, and would have written you to-day in regard to the cotton, but he was obliged to leave here very suddenly.

Very respectfully, your obedient servant,

FRANK M. RAMSAY,
Lieut. Commander, Commanding Third District.

Capt. A. M. PENNOCK,
Fleet Captain and Commandant, Cairo, Ill.

Filed May 21, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Capt. A. M. Pennock, correcting report as to 1,412 bales of cotton.

OFFICE OF MISSISSIPPI SQUADRON,
Mound City, Ill., May 26, 1864.

SIR: On the 18th instant I reported to you 788 bales and 52 sacks of cotton; also 1,412 bales and 139 sacks of cotton. Instead of the 1,412 bales and 139 sacks, I should have reported 409 bales and 139 sacks. Will you please rectify any mistake in libeling the cotton which may have occurred in consequence of my error in reporting it.

Very respectfully, your obedient servant,

A. M. PENNOCK,
Fleet Captain and Commandant Station.

Hon. S. H. TREAT,
U. S. Judge for the southern district of Illinois, Springfield, Ill.

Filed May 28, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Rear-Admiral D. D. Porter, reporting capture of 1,000 bales of cotton.

MISSISSIPPI SQUADRON, FLAG-SHIP BLACK HAWK.
Mound City, May 31, 1864.

SIR: I have to report to you 1,000 bales of cotton captured by Ouachita River e[illegible]x pedition, and now at this place. The following vessels are entitled to share: Bla[illegible]l Hawk, Fort Hindman, Cricket, Eastport, Lafayette, Neosho, Ozark, Choctaw, Osa[illegible]e Chillicothe, Louisville, Carondelet, Benton, Pittsburg, Mound City, Essex, Lexi[illegible]g ton, Ouachita, Gazelle, Kenwood, Juliet, Avenger.

Very respectfully, your obedient servant.

DAVID D. PORTER,
Rear-Admira[illegible].

Hon. S. H. TREAT,
U. S. District Judge, Springfield, Ill.

Filed June 3, 1864.

GEO. P. BOWEN, *Cler[illegible].*

Letter of Capt. A. M. Pennock, transmitting letters and documents relating to cotton captured by Ouachita River expedition.

OFFICE OF MISSISSIPPI SQUADRON,
Mound City, Ill., May 28, 1864.

SIR: I send you herewith several letters and documents relative to the cotton captured by vessels engaged in the Black and Ouachita River expedition, under command of Rear-Admiral D. D. Porter. Enclosed please find a list of them.

Very respectfully, your obedient servant,

A. M. PENNOCK,
Fleet Captain and Commandant of Station.

Hon. S. H. TREAT,
U. S. Judge for the southern district of Illinois, Springfield, Ill.

List of letters and documents relative to cotton captured by the Black and Ouachita River expedition, sent to Hon. S. H. Treat, U. S. judge for southern district of Illinois, by Capt. A. M. Pennock, May 24, 1864.

Letter of Acting Master John Swaney, April 12, 1864.
Report of Acting Master John Swaney, April 13, 1864.
Report of Acting Volunteer Lieut. Chas. A. Wright, April 14, 1864.
Receipt of Jas. Menard, dated March 24, 1864.
Report of Acting Volunteer Lieut. Chas. A. Wright, April 15, 1864.
Report of Acting Lieut. Commander Frank M. Ramsay, April 15, 1864.
Report of Acting Lieut. Commander Jas. P. Foster, April 15, 1864.
Affidavit of Lieut. Commander Byron Wilson and others, April 11, 1864.
Report of Acting Volunteer Lieut. Chas. E. Wright, April 10, 1864.
Report of Acting Master T. McElroy, April 3, 1864.
Affidavit of B. Ballard, April 16, 1864.
Report of Lieut. Commander Jas. B. Foster, of April 11, 1864.
Report of Acting Master J. S. Watson, April 11, 1864.
Report of Acting Master Jno. Swaney, April 12, 1864.
Report of Acting Volunteer Lieut. Chas. A. Wright, April 13, 1864.
Report of Lieut. Commander Byron Wilson, April 15, 1864.
Affidavits of R. Dortch, John Ray, and others, April 11, 1864.
Report of Acting Master J. S. Watson, April 15, 1864.
Report of Lieut. Commander Jas. P. Foster, April 20, 1864.
Report of J. W. Moore, commander steamer Ruby, April 21, 1864.
Report of Lieut. Commander Byron Wilson, April 15, 1864.
Affidavit of M. C. Hardy, sheriff of Ouachita, April 18, 1864.
Letter of Jas. P. Foster to Admiral Porter, concerning M. C. Hardy, sheriff of Ouachita Parish 21, 1864.

Report of Acting Ensign J. W. Chambers, commanding U. S. S. Prairie Bird, April 23, 1864.

GEO. P. BOWEN, *Clerk.*

Filed June 1, 1864.

Report of Lt. Com'd'r Jas. P. Foster, relative to cotton captured by Black River and Ouachita expedition.

U. S. S. LAFAYETTE, *April* 20, 1864.

SIR: Inclosed you will please find detailed reports of the different officers under my command in the Black River and Ouachita expedition, of cotton captured, and negroes, refugees, and prisoners taken on board; likewise the affidavits of three different persons, testifying to the character of the cotton which we captured. You will also find a letter from M. Sudeling, who claims forty-three bales, with affidavits testifying to his loyalty. As to his loyalty, I know nothing, or of the part he has taken; but know that the cotton which he claims was formerly owned by the Confederate Government, which he says he bought in good faith of Mr. Waddell, who received it from the Confederate Government in August, 1863. The cotton taken on Mr. Ray's place, I gave a receipt of the number for, at his request. Mr. Ray I believe to be a secessionist at heart, if not avowedly, and I think it has been through his influence that much of the cotton captured has been spared, in hopes of getting out his own. His family are nearly all, if not all, secessionists, and some of them hold office under the Confederate Government. He, from what I can learn, has not held any office under the rebel Government. In talking to him in relation to this cotton, I asked him if he was a Union man, and if he was willing to take the oath of allegiance. He replied that it was impossible; that he could not do so; that it would jeopardize his life. I then told him that I would seize his cotton, and that he must look to higher authority for adjustment. My impressions are that he is a secessionist of the first order, and would not scruple to injure us in any manner whatever, if it was not for the hope of realizing the cotton that this expedition has taken from him. There are among the papers sent, two by a Confederate officer, exempting Menard's cotton from burning, as it had been purchased from the Confederate Government.

I am, very respectfully, your ob't serv't,

JAS. P. FOSTER,
Lieut. Com'd'r U. S. N., Com'd'g Second District, Miss. River.

Rear-Admiral DAVID D. PORTER,
Commanding Mississippi Squadron.

Filed June 1, 1864.

GEO. P. BOWEN, Clerk.

Report of cotton captured by U. S. S. Juliet on Black and Ouachita River expeditio

U. S. S. JULIET, OFF MONROE,
Ouachita River, April 11, 1864.

SIR: In obedience with your instructions, I have to report to you the followi amounts of cotton captured by my vessel on the Black and Ouachita River expe tion under your command:

April 8, 15 bales, no mark, of steamer Bayou.
April 8, 58 bales, marks C. S. A., Simmons, in the woods below Simmons's pla tion.
April 8, 594 bales, marks C. S. A., Simmons, from Simmons's plantation.
April 9, 116 bales, marked C. S. A., Simmons, from Ballard's plantation.
April 10, 132 bales, marked C. S. A., F. P., from Barlett's plantation.
Total, 915 bales.

The 594 bales were taken on the barge Fawcett, in conjunction with your fo we having checked them in the barge. The two last-mentioned lots are no board the vessel.

Very respectfully, your obedient servant,

T. S. WATSON,
Acting Master Commanding.

Lieut. Commander JAS. P. FOSTER,
Commanding Expedition, U. S. S. Lafayette.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Report of cotton captured by U. S. S. Ouachita, on Ouachita River.

U. S. S. OUACHITA, MOUTH BLACK RIVER,
April 15, 1864.

SIR: The following is a list of cotton taken on board this vessel up Ouachita Rive
April 8, 17 bales, covered with staves, iron bound, no owner, or abandoned.
April 9, 125 bales, marked C. S. A., and afterwards Simmons.
April 10, 309 bales, marked L. M.
April 13, 42 bales, C. S. A., cotton found abandoned.
April 15, 5 bales, no mark, from Scott's plantation.
Total, 498.

Very respectfully,

BYRON WILSON,
Lieut. Commander.

Lieut. Commander J. P. FOSTER,
Commanding Expedition up Ouachita.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Report of cotton captured by U. S. S. Kenwood, from Harris's and Simmons's plantati

U. S. S. KENWOOD, WASHITA RIVER,
April 12, 186

SIR: I have taken on board to-day 130 bales of cotton from E. W. Harris's pla tion, marked Waco; has been in the hands of the Confederate Government, and by the Government to parties unknown.

I have also taken at Dr. Simmons's plantation 17 bales, marked C. S. A.

Very respectfully, your obedient servant,

JNO. SWANEY,
Acting Master, Command

To Lieut. Commander J. P. FOSTER,
Commanding Washita expedition, U. S. S. Lafayette.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Affidavit of Byron Wilson and others, relative to 309 bales of cotton claimed by G. A. Le More & Co.

U. S. S. LAFAYETTE, *April* 11, 1864.

We, the undersigned officers, heard Mr. Jules Le More acknowledge that the cotton taken on board by the U. S. S. Ouachita belonged to G. A. Le More & Co. (of which firm he acknowledges himself the agent). Said cotton was purchased from the Confederate Government, for which the firm exchanged provision and clothing. We also heard the same gentleman (Jules Le More) say that this cotton was paid for in gold, at 20 cents per pound. The number of bales taken was 309.

BYRON WILSON,
Lieutenant Commander.
J. S. WATSON,
Acting Master.
WM. HARRIS,
Acting Ensign.

Subscribed and sworn to before me this 11th day of April, 1864.

JAS. P. FOSTER,
Lieut.-Commander, U. S. N.,
Commanding second district, Mississippi River.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

(The claimants, by their proctors, object to the admission of the foregoing affidavit of Byron Wilson and others, as part of the record in said cause.)

Statement of B. Ballard in relation to cotton claimed by G. A. Le More & Co., and Warneken, Kirchoff & Co.

U. S. S. LAFAYETTE, MISSISSIPPI RIVER, *April* 16, 1864.

This is to certify that the cotton seized by Captain Foster (commanding the Black River and Ouachita expedition), on the plantation formerly owned by Dr. B. Ballard, in Caldwell Parish, La., which was sold by said Ballard to Messrs. Tatum & Simmons, was made on said plantation, and by the agency of said Simmons was branded and placed on the banks of the river, to be delivered to a French subject (as he stated himself to be) named Le More, to be shipped to a French mercantile house, to pay for merchandise furnished to Jefferson Davis, president of the Confederate States of America (as I was informed by Dr. Simmons), but which was taken by Captain Foster, on account of the bales being marked C. S. A., meaning the Confederate States of America.

Dr. Simmons sold to Messrs. Warnecken, Kirchoff & Co. 100 bales cotton, the 27th November, which cotton was marked: I 1, 67 bales; O 1, 33 bales.

Dr. Ballard arranged with Mr. Le More to take this cotton down with his to New Orleans, and deliver it to the agent of Messrs. Werneken, Kirchoff & Co.

B. BALLARD.

Witnesses:
D. H. HAYDEN.
B. R. ESHLERMAN.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

(The claimants, by their proctors, object to the admission of the foregoing statement of B. Ballard as a part of the record in said cause.)

Report of cotton captured by the vessels of the Black River and Ouachita expedition

Date.	Name of vessel.	Number bales.	Marks.	Remarks.
Apr. 8	Juliet	15	None	
8	Do	58	C. S. A.	Simmons's plantation.
8	Do	584	C. S. A.	Do.
9	Do	116	C. S. A.	Do.
10	Do	132	C. S. A.	Bartlett's plantation.
8	Ouachita	17	None	Iron bound, abandoned.
9	Do	125	C. S. A	Also marked Simmons.
10		309	L. M	
13		42	C. S. A	Abandoned.
15		5	None	Scott's plantation.
10	Avenger	252	F. P. & C. S. A	Angus Swan's plantation.
12	Do	144	None Pos. bend G. G. W	Mixed lot. G. G. Williams.
14	Do	8	T. W	J. B. Bambrick.
11	Kenwood	130	C. S. A., Waco	E. W. Harris's plantation.
11	Do	17	C. S. A	Simmons's plantation.
12		200	C. S. A	Bartlett's plantation.
12		115	C. S. A	Swan's.
13		344	None	John Ray & Bro.
15		22	J. T. C., C. S. A	Butler's plantation.
11	Lafayette	3	None	Lenton, Crosby & Slaughter.
11	Do	30	None	D. Brahard.
11	Do	43	O. W. S	Sudeling, Monroe, La.
13	Do	1	None	Columbia, La.
14	Do	2	C. S. A	Mrs. Keenan.
14	Do	1	None	Do.

Total, 2,725.

JAS. P. FOSTER,
Lieut. Com'd'r, Com'd'g 2d district, Miss. Rive

Rear-Admiral DAVID D. PORTER,
Commanding Mississippi Squadron.

The depositions and documents read in evidence upon the hearing of said caus the words and figures following, to wit:

Deposition of Lieut. Commander James P. Foster, in behalf of the United St taken before George P. Bowen, clerk of the district court of the United States the southern district of Illinois, at his office, in the city of Springfield, in said trict, on the 26th day of November, A. D. 1864.

Int. 1. What is your name, age, and occupation?—A. James P. Foster; age, thi seven years; I am lieutenant-commander in the United States Navy.

Int. 2. Were you engaged in the Red River expedition?—A. I was.

Int. 3. In what branch of the United States service?—A. In the naval service.

Int. 4. By what branch of the United States service was the Red River expedi conducted? When did it commence? and how far up Red River did said expedi go? What obstructions did it meet from Confederate authorities? and in whose r tary possession was the country before said expedition went up Red River?—A. expedition was conducted by the naval service, on the river; by the Army, on land, both acting together. Said expedition started up the river in the mont March, 1864; the exact date I don't know. I know very little about the Red R expedition. I think it was about the 20th of March. We met obstructions, suc forts, rafts, and guerillas, and it was in the military possession of the rebel gov ment, or, you might say, in the hands of the enemy.

Int. 5. Who commanded the expedition on the river?—A. Admiral David D. Po

Int. 6. State what you may know of the seizure of cotton on said expedition.- On Red River I only know of one case that I was connected with. That was Robertson, who lived about 2 miles back of Pineyville, opposite Alexandria; I knew of about 130 bales taken from her. Mrs. Robertson was a widow. Som her cotton was raised two years previous, and some of it was five or six years of

Int. 7. Were you engaged in the Ouachita expedition? If so, when did said e dition commence? By whom was it conducted? How far up the river did it What obstruction or resistance did it meet from the so-called Confederate force Government, and in whose military possession was the country penetrated by expedition?—A. I was engaged in that expedition; it commenced on the 6t April, 1864. I was the commander of the expedition, and went with a part of boats as far as Ouachita City. I think it some 200 miles up the river; I am not

e met with very little obstruction on the river until we reached Monroe; pickets were attacked by the enemy's cavalry; the country where we went ıe military possession of the enemy.

What do you know, if anything, of the seizure of a lot of cotton claimed by a he name of Le More?—A. All the cotton claimed by Le More & Co. was marked .," with very few exceptions. Whilst I was taking on board cotton claimed rm, Mr. Le More came to me and represented himself as the agent of the house re & Co. He stated in presence of witnesses that they had received this cot- change for grayback clothing, which they forwarded to Kirby Smith's army. ınly made this statement in the presence of three or four officers, he also gave idavit signed by himself, which affidavit was sent to Admiral Porter. This ıarked "C. S. A.," was seized about one and half miles below Monroe, on the side of the river, and not as I know on any particular plantation. Mr. Le ted that when they were burning cotton through that section their cotton ected by Kirby Smith's army. This he stated in answer to my question, why n was not burned with the rest. There was 300 and odd bales; it is 309 hink. I speak of all the cotton claimed by that firm, wherever taken. It n from different points, and at the Simmons plantation there was 810 bales, I ptured there.

Please examine the paper now handed you, marked Exhibit A, and state ı know about it.—A. I took that affidavit and read it to Le More, who said it ect. He also said that the cotton he paid for in gold was his own cotton, com- lot of some 200 bales in another lot. Before this talk with Le More I had l the cotton. As we went up the river I seized it as we went; put men in f it, and directed men to put it on the boats. A good deal of it I had guards hough it was not on the boats; Le More saw us taking it on board. When he wn and saw us taking this cotton was when we had this talk, and I took this shown me, and his affidavit I have spoken of. I think over two-thirds of the aimed by Le More was marked "C. S. A." The conversation which I had More referred to all the cotton claimed by Le More & Co., in all that section y. This cotton, taken from Simmons's plantation, and the 309 bales, was all low Monroe.

ɔss-interrogatory by Judge LOGAN:

at was the nature of the obstructions you met with below Monroe?—A. We no military obstructions. They had all been chased away by an expedition, led by Captain Ramsay, some five weeks before.

Iovember 28, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in the deposition of James P. Foster.

U. S. S. LAFAYETTE, *April* 11, 1864.

e undersigned officers, heard Mr. Jules Le More acknowledge that the cotton board by the United States steamship Ouachita belonged to G. A. Le More which firm he acknowledges himself the agent; said cotton was purchased Confederate Government, for which the firm exchanged provisions and cloth- also heard the same gentleman, Jules Le More, say that this cotton was paid d at 20 cents per pound. The number of bales taken was 309.

BYRON WILSON,
Lieutenant-Commander.
J. S. WATSON,
Acting Master.
WM. HARRIS,
Acting Ensign.

bed and sworn to before me, this 11th day of April, 1864.

JAS. P. FOSTER,
utenant-Commander, U. S. N., Commanding Second District Mississippi River.

ovember 28, 1864.

GEO. P. BOWEN, *Clerk.*

n of Lieut. Com'd'r Francis M. Ramsay, in behalf of the United States, taken George P. Bowen, clerk of the district court of the United States for the n district of Illinois, at his office in the city of Springfield, in said district, d day of October, A. D. 1864.

ıe is Francis M. Ramsay; I am a lieutenant-commander in the Navy of the ates; was in command of the United States steamer Choctaw, of the Missis- ıdron, while she was attached to the Red, Black, and Ouachita River expe-

ditions. When we entered on the Ouachita expedition the whole country, from t north of the Black River to Ouachita City, as far as I went, was in possession of t rebels. On arriving at Monroe, by order of Lieut. Commander J. P. Foster, commar ing Ouachita River expedition, I landed, with 150 armed men, and took possession the city. I was introduced to a Mr. Ray, whose first name, according to my best r ollection and belief, was John, as the mayor of the town of Monroe, and was inforn he could give me any information I desired. I questioned him, but was unable to a single answer of information. On our way up to Monroe, at a plantation owned or called Simmons plantation, we seized, to the best of my recollection, about 700 ba of cotton, each bale of which I examined, and found "C. S. A." plainly marked each. One of the vessels was fired upon going up to Monroe, between Monroe Harrisonburg, and another on returning. Between Monroe and Ouachita City I se about 700 bales of cotton. It was in two lots, one lot being on Swan's plantatio the best of my recollection; the other, I think, on Bartlett's plantation, all of w was plainly marked, when found, "C. S. A." on each bale. On our way down river, on a plantation of Ray Brothers, known as Ray's plantation, I seized a qua of cotton; I don't remember the number of bales, but each bale was marked "C. A.," and about 350 bales of cotton in slabs, without any mark whatever upon it. Th last, slab cotton, Mr. Ray, who was on the place, whose name, I think, was James L but am not positive, informed me was the joint property of himself and his brothe John Ray. I seized this latter cotton by order of Lieut. Commander J. P. Foste commanding that expedition.

It was between the 5th and 20th days of April, A. D. 1864, these several seizu were made. At Trinity, at the junction of Black River, the Tensas, Ouachita, a Little River, the rebels had two forts. At Harrisonburg, on the Ouachita River, th have and had five forts. At Monroe they had one, and, I think, two forts. Abo the 1st of March, 1864, the three guns in the forts at Trinity were captured by m while in command of an expedition up the Ouachita River, and the day following had a severe fight with the forces under General Polignac, at Harrisonburg. Wh the vessels were at Monroe a skirmish took place between the crew of the Unit States steamer Ouachita and the rebels a few miles above a little town the name which I don't now remember. It was the first town above Monroe, I think, on t opposite bank, called Trenton. This place, Monroe, had been the rebels' headquarte and of the rebel General Lidell.

Cross-interrogatories by Messrs. HAY, EDWARDS, and SPRINGER:

The cotton spoken of was all sent to Cairo, so far as I know. They were orde to be sent to Cairo.

Q. Did the person of whom you speak, on the Ray plantation, as James L. R claim the ownership of any other cotton found upon that plantation but the cotton slabs? And state what he may have said about the ownership of the cotton not slabs, found on his plantation, and marked "C. S. A."—A. He claimed only the cot in slabs, but said he had not mentioned this other cotton to Captain Foster, as he hoped to make use of it for his own benefit, or words to that effect.

Re-examined by L. WELDON, Esq.:

A. I went up Red River as far as Alexandria; the whole country, from the mo of that river to Alexandria, was in possession of the rebels at the time we entered t river. About 12 miles below Fort De Russey the river was obstructed, as we fou by two rows of piles driven across and logs drifted down against the piles. Fort D Russey, with its guns and part of its garrison, was in possession of our troops when got there. I also found Alexandria in possession of the naval and military forces c the United States when I reached there. This was about the middle of March, 1864 The only cotton I seized on this expedition up Red River was 17 bales, in Pineyville, each bale marked "C. S. A."; also 17 bales, about two miles from Pineyville belonging to a Mr. Gray; also 30 bales belonging to Dr. Maddox, about 3 miles from Alexandria; also 81 bales belonging to a Mrs. H. Robertson, about 2 miles from th river, back of Pineyville. I understand the H in the name of Mrs. H. Robertson ap plied to her husband, and not to her name. The whole of the cotton captured on thi expedition was ordered to be and was sent to Cairo, according to my best knowledge and belief.

Deposition of Maj. Gen. Benjamin F. Butler, in behalf of the United States, taken before Nathan Crosby, judge of the police court of Lowell, Mass., and special commissioner at Lowell, Mass., on the 12th day of September, 1865.

Int. 1. When, as one of the military commanders of the Federal army, did you take possession, and how long did you continue, at New Orleans?—A. From May 1, 1862, to December 16, 1862.

Int. 2. While at New Orleans, did you become acquainted with a man by the name

of Jules Le More, a French subject, who claimed to represent the house of G. A. Le More & Co., of Havre, France?—A. I did become acquainted with Jules Le More while at New Orleans, La., and who claimed to represent the house of G. A. Le More & Co., of Havre, France.

Int. 3. Please state all you may know of anything of the commercial operations of G. A. Le More & Co., either through Jules Le More, as its agent, or any other person. State fully all you may know, if anything, of the house of Le More & Co., trading with the rebels, in furnishing them with supplies for cotton. Give a detailed statement of all your knowledge in reference to said house.—A. I was informed through the War and State Departments that certain persons were engaged in supplying the rebel government with clothing. From information I received, I arrested Jules Le More and Alfred Le More, of the firm of Edward Gantherin & Co., of New Orleans, their cashier and bookkeeper, and also the officers of the Bank of New Orleans, all of whom were concerned in the transaction. From the books and papers of the firm of Gantherin & Co., and from the confessions of Jules Le More, I learned that that house, through its correspondents at Havre, "G. A. Le More," had purchased a large quantity, some millions of dollars' worth, of clothing for the Confederate army, in Fiviers, and that, through the agency of Jules Le More and Alfred Le More, had caused about one-half of the clothing to be delivered at Matamoros, some time in June, 1862, to one Sharkin, the rebel quartermaster and agent for that purpose. That this was paid for by $405,000, borrowed of the Bank of New Orleans, by J. D. Bow, produce and cotton agent of the Confederate Government, on the pledge of cotton which was understood to be stored upon the Mississippi and its tributaries. In the mean time the money was deposited with Count Mejan, French consul, for safe-keeping, and, after the completion of the transaction, was paid over to Jules Le More in settlement of the account. I therefore imprisoned Jules and Alfred Le More for being concerned with their correspondents and brothers, G. A. Le More & Co., at Havre, in supplying the rebels with clothing for their army, while they were pretending to be neutral French subjects, and claiming the protection of the United States as such, and I should have tried Jules and Alfred Le More for their crimes, and, upon conviction, should have hanged them, save that I was relived from the department before I got through.

I annex hereto copies of my official report, with the various exhibits, in pages numbered from 1 to 41, inclusive, certified by my signature, and which are, to the best of my knowledge and belief, true copies of the original papers, and which originals were the genuine papers which on their face they purport to be.

My official report contains a correct exhibit of the transaction, as far as it came to my knowledge.

Cross-interrogatories in behalf of G. A. Le More & Co.:

Int. 1. If you know anything of the firm of G. A. Le More & Co., state where the firm resided, and who composed the firm; also your means of knowledge.

Int. 2. Do you know whether Jules Le More was a member of that firm, and your means of knowledge?—A. The firm resided Havre, France, and was composed of Jules Le More and G. A. Le More, and others of whom I have no knowledge. The Le Mores were brothers as well as partners. My means of knowledge were the examination of the transactions of the house, the statements of Jules Le More and Alfred Le More, and of the books of Gantherin & Co., of which Jules and Alfred were partners.

Int. 3. Do you know anything of another firm in New Orleans, of which Jules Le More was a partner, and your means of knowledge?—A. I knew the firm of Gantherin & Co., of which Jules and Alfred Le More were partners, and my means of knowledge were as before stated.

Int. 4. If you know anything of the dealings of Jules Le More in New Orleans, state whether the dealings were for himself individually, or for the firm in New Orleans, of which he was a member, or as agent of the house of G. A. Le More & Co.?—A. The dealings of Jules Le More were not for himself individually, but for the firm in New Orleans and Havre, of both which he was a partner.

Int. 5. If any firm of Le More's & Co. had dealings with the rebels for cotton, or furnished the rebels with supplies for cotton, do you know whether it was the house or firm of G. A. Le More & Co., of France, or some other house or firm, or the firm of which Jules Le More was a partner in New Orleans; and if you say it was the house of G. A. Le More & Co., of France, state what supplies were furnished the rebels by that firm, when they were furnished, and your means of knowledge?—A. Both the houses of Le More's, as well in New Orleans as Havre, were concerned in supplying the rebels with army clothing, of which I have testified in chief. They were furnished in the summer of 1862. My means of knowledge were the confessions of Jules Le More, the statements of his bookkeeper under oath, the examination of books and papers, and the account-current of the transaction, in which the expenses of Jules Le More to Havre, for two journeys, about the matter, are entered.

Filed September 18, 1865.

GEO. P. BOWEN, Clerk.

Official reports and exhibits, referred to in deposition of Benjamin F. Butler.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Hon. E. M. STANTON,
Secretary of War:

SIR: I received the communication of the War Department, inclosing a copy of a letter from the State Department, directing my attention to the statement made by Mr. Sanford, our minister resident at Brussels, a copy of which I inclose for the better understanding of the present communication. In obedience to its directions, I immediately set about making inquiries, through my secret police, and finding it a matter of very grave import, as affecting the relations of the French consul here, I undertook a personal examination of the subject. The facts, as substantiated by the documentary and other testimony hereto appended, are substantially this: The firm of Edw. Gantherin & Co., composed of Edw. Gantherin and Alfred and Jules Le More, doing business in New Orleans, was also concerned in a house in Havana. S. A. Le More & Co., Jules and Alfred Le More, the partners in New Orleans, were also partners in that house. Gantherin & Co. were at first employed in buying tobacco for the French Government. Afterwards they were concerned in shipping cotton on joint account.

They represented themselves to be agents of Baron Silliere, the contractor for French army clothing. On the 28th of July, 1861, as will appear from the copy of a contract with the Confederate Government, herewith inclosed and marked X the original of which is in my possession, Gantherin & Co. agree to furnish the Confederates with a large amount of cloths for uniforms, which are the cloths spoken of in the communication of Mr. Sanford. About the 1st of April of this year, a cargo of the goods were shipped to Havana, and from thence to Matamoros, under charge of the senior partner of the house, Edward Gantherin, now in Europe. That cloth was smuggled across to Brownsville, and delivered to Captain Sharkey, quartermaster and agent of the Confederate Government. The original invoices of this receipt are hereto annexed, marked E and F. Between 14th of April and the 24th of April, the day the fleet passed the forts, Mr. J. D. De Bow, produce loan agent of the Confederate States, made application of the Bank of New Orleans for a loan of $405,000 in coin, without interest, as will appear by the communication hereto annexed, marked C. This proposition was acceded to by the bank, upon a pledge made by Payne, Huntington & Co., the junior partner of which firm was president of the bank, of cotton to be delivered on the plantations in Louisiana and Mississippi. The contract is hereto annexed, marked D. This transaction was not entered into in good faith, as is confessed by the testimony of the acting president, Mr. Davis, taken from his own lips, in short-hand, a copy of which is hereto annexed, marked O. But the transaction was a contrivance by which the specie might be got out of the bank. Specie to this amount was placed in the hands of the French consul, with his full knowledge of the intent of the transaction, and a receipt was given by him to hold it in trust for the bank of New Orleans. At the same time a pretended sale of the remainder of the specie in bank, amounting to $400,000, for sterling, was made by the bank, and that was also placed in the hands of the French consul. These two sums, amounting to $800,000, made substantially the whole specie capital of the bank. This is shown by the confession of the only director of the bank who has not run away into the Confederacy—Mr. Harrol. A copy of his is hereto annexed, marked R. Matters stood in this condition at the time the city of New Orleans was taken possession of by us. Upon my assurance to the bank that if they would return their specie they should be protected, the pretended sale for sterling exchange was rescinded, and the French consul sent back the money, and the bank received into its vault $400,000.

In regard to the $405,000, the French consul became uneasy and moved upon the bank to get at his receipt given to the Bank of New Orleans, and gave a new receipt running directly to Gantherin & Co.

At this point of time I ordered all the specie in the hands of the French consul to be sequestered and held until affairs could be investigated. Reverdy Johnson, commissioner of the State Department, came down here, and, without investigation, and without knowing anything of the transactions, and without ever inquiring of me about them, made such representations to the Department of State that I was ordered to release the French consul from his promise not to deliver up any specie he had in his hands, without informing me, which order I obeyed. In the mean time Gantherin & Co. had succeeded in delivering their goods to the Confederate agents, and called upon the bank to get their money, which had been deposited in the hands of the French consul. This delivery had not been completed at Brownsville until the 22d of June, and some time in the last of July the bank, through its officers, gave up its receipts, which are destroyed, and took a receipt which was dated back to the 16th of April directly from Gantherin & Co., so that the French consul's name should not appear in the transaction. These facts are established by the testimony of Mr. Belly,

the cashier of the bank, which is written out and signed and sworn to by him, a copy of which is annexed and marked O, P.

The money was sent on board the Spanish man-of-war Blasco de Garay, which left this port September last, and has now returned, and has been carried to Havana and thence shipped to New York. All this has been done with the knowledge and consent of the consul of France. You will see by the letter of Mr. Sanford the difficulty which the Confederates had of getting more goods on account of the non-payment of the first bill. Another cargo is now in Havana, not to be delivered, of course, until the first is paid for. By this wrongful, illegal, and inimical interference of the French consul, aided by the Spanish ship-of-war, the money has gone forward, so that the holders of the goods will be ready to ship the remainder for the benefit of the Confederate army. A more flagrant violation of international law and national courtesy on the part of a consular agent cannot be imagined.

Before I proceeded upon the investigation, not knowing the extent to which the French consul was implicated, I called upon him, and, after showing him a letter received from the commanding general of the Army, in which I was directed to cultivate the most friendly relations with him, I read him the letter of our minister at Brussels, and told him I should desire his friendly aid in making the investigation, and then asked him if he knew anything of transaction spoken of in Mr. Sanford's letter, or any money had ever been deposited with him for any such purpose. He, in the most emphatic manner, answered me that he knew nothing of any such transaction. He only knew that there was a French house of the name of Gantherin & Co. in New Orleans, and that no money had ever been deposited with him for any such purpose. I then informed him that it would become my duty to arrest and question Alfred and Jules Le More, the resident partners of the French house.

I did so, and they denied all such transaction, or refused to answer, lest criminate themselves. But in the mean time I had possessed myself of their books and papers, and I found two accounts, translations of which I inclose, marked B, A, which show the whole transaction, and which also show that one Kossuth, a clerk of the French consul, whose name appears in the account, received $528.92 as a fee for keeping the money within the French consulate, and that a douceur was given to Madam Mejan for the purpose of "carrying out the affair well." That a lawyer was paid to deal with the consul in this matter, and these, together with the testimony of the president, director, and cashier of the bank, put the guilt of Count Mejan beyond question. I beg leave to call your attention to this extraordinary amount of expense.

I need not suggest to the Department that it is the duty of the Government at once and peremptorily to revoke the exequator of Count Mejan. He has connived at the delivery of army clothing of the Confederate army since the occupation of New Orleans by the Federal forces. He has taken away gold from the bank, nearly half a million of its specie, to aid the Confederates, acts which could not have been done without his aid and that of the Spaniard ship-of-war Blasco de Garay.

I leave the consul to the Government at Washington. I will take care sufficiently to punish the other alien enemies and domestic traitors concerned in this business, whom I have here. Upon examination of the parties, I found that a box containing all the papers relating to the transaction which were not kept with the commercial papers of the house of Gantherin & Co. was usually deposited with the French consul. I wrote to him very politely to have it delivered to me for the purpose of justice. I have again written him more peremptorily, and he has refused to do so, still concealing the proof of guilt. If produced I believe it will show him to be one of the five parties concerned in the illegal traffic mentioned in the account of expenses. And, however that may be, he now covers the criminal as he lately concealed the booty, which he, his wife, and his clerk, have so largely shared.

I beg leave here to call the attention of the Department to these transactions, as showing that I was clearly right when I ordered the specie deposited in the hand of Count Mejan to be sequestered. His flag has been made to cover all manner of illegal and hostile transactions, and the booty arising therefrom.

I am glad that my action here has been vindicated to the world, and that the Government of the United States will be able to demand of the French Government a recall of its treacherous and hostile agent.

I have the honor to be, very respectfully, your obedient servant,

BENJ. F. BUTLER,
Major-General, Commanding.

Exhibit.

WAR DEPARTMENT,
Washington, D. C., October 22, 1862.

GENERAL: The Secretary of War directs me to transmit to you, for your information, the inclosed copy of a communication this day received from the Secretary of State, covering a copy of a dispatch of the 26th ultimo, from the minister resident at Brussels, in relation to contracts entered into by insurgent agents with manufacturers

in Verviers, for supplies of military clothes, and suggesting the probability that funds to meet said contracts may have formed part of the money sequestered by y

Very respectfully, your obedient servant,

P. H. WATSON,
Assistant Secretary of Wa

Maj. Gen. B. F. BUTLER,
Commanding, New Orleans, La.

SIR: When I was in Verviers a few days since, I was told that the payments for rebels' contracts for military clothes, of which I wrote you fully in November a December last (see especially confidential, 28th November, 1861), and amounting 1,750,000 francs, had not been made, and that the three months' bills given for t same had been renewed as they fell due. Assurance had, however, now been giv that the money for the same had been deposited with the French consul at New O leans, and would be shortly received.

It would be well, I think, to cause inquiries to be made as to who the depositors the money sequestered by General Butler were, and for whom it was intended, a advised you at the time large purchases of cloth, blankets, shoes, and arms, & were made for account of Edw. Gantherin & Co., of New Orleans, for the rebel a thorities, whose agents they appeared to be, through their correspondents, G. A. More & Co., of Havre, the real purchasers on this side of the Atlantic being app ently Baron Silliere, the noted furnisher of military cloths, &c., for the French G ernment.

If any of the names appear in any way connected with these deposits at the Fre consuls, the presumption would be that they are for the payments by the rebel a thorities for military supplies.

I have the honor to be, with great respect, your obedient servant,

H. G. SANFORD

Hon. WILLIAM H. SEWARD,
Secretary of State, &c.

X.

VIRGINIA, *to wit:*

I, John Letcher, governor of the State aforesaid, do hereby certify and make kno unto all whom it may concern, that James B. M. Smith, whose name is subscribed the document annexed, is, and was at the time of subscribing the same, major a quartermaster of the Confederate States of America, authorized to make contracts the purchase of supplies for the army of the Confederate States; that his signatur genuine, and that to his official acts full faith, credit, and authority are due a ought to be given.

In testimony whereof I have subscribed my name, and caused the great seal of State to be affixed thereto. Done at the city of Richmond the 30th day of July the year of our Lord 1861, and of the commonwealth the 86th.

JOHN LETCHER. [L. S.

By the governor:

GEO. W. MUMFORD,
Secretary of the Commonwealt

(Indorsement:) Vu au consulat de France a Richmond pour legalisation de la a nature apposee au bas du recto precedent de M. John Letcher, gouverneur de l'E de Virginie.

Richmond le 30 Juillet, 61.

Le consul de France—

ALFRED PAUL

No. d'ordre, 260; art. 58 du tariff; solvit, 12 f. 50.

R. H. E.

[Translation.]

Examined at the consulate of France, at Richmond, for legalization of the sign nature, affixed at the bottom of the immediate foregoing, of Mr. John Letcher, go ernor of the State of Virginia.

Richmond, 30th July, 1861.

The consul of France:

[SEAL.] ALFRED PAUL.

No. of the order, 260; article 58 of the tariff; solvit, 12 f. 50.

R. H. E.

E.

CONFEDERATE STATES OF AMERICA,
QUARTERMASTER'S OFFICE,
Richmond, Va., July 29, 1861.

ED. GANTHERIN & CO.:

Your position of supply cloth for the army of the Confederate States is accepted. The quartermaster department agrees to receive and pay for 175,000 yards of sample "C," 150,000 yards of sample "D," and 50,000 yards of sample "B." The color of "B" and "C" to be cadet's gray, and the texture fully equal to the sample; "B" to be six-quarters wide, at $2.55 a yard; "C" to be six-quarters wide, at $1.97½ a yard.

The understanding between yourselves and the department is that the above must be delivered between the 15th of November next and the 15th of January, 1862—sooner, if possible; the delivery to be at a port of the Confederacy, as near the city of Richmond as possible.

Very respectfully, your obedient servant,

JAS. B. M. SMITH,
Major and Q. M.

E.

NEW ORLEANS, *April* 16, 1862.

J. B. D. De Bow, esq., superintendent produce loan office, C. S. of A., to Ed. Gantherin & Co., Dr.,

E. G. G. 182 bales gray cloth, meas. 54,743¾ yards, at $2.55	$139,596 24
"B" E. G. G. 427 bales gray cloth, meas. 134,624¼ yards, at $1.97½	265,886 84
609 bales, measuring 189,368¾ yards	405,483 08

Received from the Bank of New Orleans, in payment of the above invoice, the sum of $405,000, leaving unpaid a balance of $483.08.
$405,000.

ED. GANTHERIN & CO.

F.

Received, Brownsville, June 22, 1862, in good order and condition, from Chas. Proilland, and for account of Messrs. Ed. Gantherin & Co., of New Orleans—

Mark, E. G. G.—B. Number—182 bales cloth, measuring 50,743¾ yards, at $2.55 a yard.

Mark, E. G. G.—C. Number—427 bales cloth, measuring 134,626¼ yards, at $1.97½ a yard.

W. L. SHARKLEY,
Captain and Acting Quartermaster.

I certify the above signature.

P. N. SUCKETT,
Colonel, Cammanding Lower Rio Grande.

We hereby declare that the signatures above given are genuine, and that Mr. W. L. Sharkley, above named, is the special agent delegated to receive the above-mentioned goods for account of the contracting parties. We furthermore hereby bind and obligate ourselves to produce, within reasonable time, a duplicate of the foregoing receipt, duly authenticated by the quartermaster department of the Confederate States of America.

ED. GANTHERIN & CO.

G.

NEW ORLEANS, *April* 14, 1862.

The undersigned, having been requested to furnish the quartermaster at this post with the means of settling Ed. Gantherin & Co.'s bill for Army supplies, amounting to $405,000, desires to borrow that amount from the bank of New Orleans in coin, without interest, on the credit of the Confederate States, and makes this application for the same.

J. D. B. DE BOW,
Agent Pro. Loan.

D.

Messrs. Payne, Huntington & Co., holders of a receipt of J. D. B. De Bow, superintending cotton loan, for $405,000, payable in coin, agree to receive from J. D. B. De Bow a sufficient quantity of Orleans middling, on the basis of 6 cents per pound,

to absorb the amount; and J. B. D. De Bow, on the part of the Confederate States agrees to deliver the same, as above, to Messrs. Payne, Huntington & Co., upon th following conditions:

First. To be delivered to them within thirty days, free of all charges, on plants tions in this State of Mississippi; the planters to store the same until called for, an then to deliver it at his usual shipping periods, in good order and free of charge.

Second. To be pretected and guaranteed by the Government against damages an destruction by Confederate officers and citizens.

Third. The usual custom to be followed in reference to sampling, loading, an weighing; but if Messrs. Payne, Huntington & Co. are not satisfied with same, the have the privilege of calling in their brokers, and if the two do not agree, the latte to have the privilege of calling in a third, and their joint decision shall be final Entire good crops shall be received; the scale of prices to be fixed on the above basi of 6 cents for Orleans middling.

It is understood and made a part of this agreement that the cotton which will b accepted to fulfill the contract shall be sampled, weighed, and classed by the cotto brokers already elected by the parties, and received by Mr. De Bow and delivered t Messrs. Payne, Huntington & Co. upon his classification, according to the scales als agreed upon and in possession of the contracting parties.

NEW ORLEANS, *April* 18, 1862.

WM. H. DEMERON,
President pro tempore Railroad, New Orleans
PAYNE, HUNTINGTON & CO.,
J. D. B. DE BOW,
Agent Provisional Loan, Confederate States of America.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Memorandum of an examination of Mr. Belly, cashier, and of Mr. Davis, president of the Bank of New Orleans, before the commanding general, this day.

Mortimer Belly, cashier, says: I was cashier of the Bank of New Orleans, and have been about five years. This transaction of loaning money to the Confederate Government was about the 13th of April. The first I knew of it, the paper marked C. and B. F. B. came to the bank, about April 16, the day of its date, and to that I wrote an answer, which is in the minutes of the bank, by order of the board of directors, when there was a contract made between the bank and J. D. B. De Bow; this is the contract marked D. and B. F. B. Next I was instructed by William A. Dameron, then president of the bank, of the house of Payne, Huntington & Co., to take $405,000 to the French consulate, and took a receipt substantially as follows:

Received of the Bank of New Orleans $405,000 in gold, to be delivered to E. Gantherin & Co., for the payment of an invoice of cloth; said coin to be delivered, on the production of certain receipts, by a special agent sent by Major Winnermore, A. Q. M.

This is the substance of it, as nearly as I can remember. The receipt was signed by French consul; I can't say how much he knew about the transaction; he must have known about it from the receipt. Matters went on for two months, and, finally, the French consul felt uneasy about it, and was anxious to get the gold away, and the receipts were exchanged—and the one above for a new one.

The house, or the counsel, asked for the exchange. Mr. Menard had charge of the transaction. This receipt, marked E, and B. F. B., was given me for the old one described above, and afterwards another receipt was given also.

That is the paper marked F. and B. F. B., which was receipted in July upon the final settlement. No entry was made on the books, upon the final settlement, when the gold left the French consul.

This $405,000 was borne on the books as a loan to the Confederate government, and so appears now. Mr. Menard was the principal man in the business. I took the oath of allegiance September 20. I can't say why I think it was in July that the money was paid over; I have no date by which I can say whether it was more or less than sixty days ago. De Bow's name didn't figure at all in the receipts. I know that the French consul wanted to get the gold in the name of Frenchman.

Mr. Davis, president of the board, said he saw the papers E and F in July. These papers were delivered in July, when the transaction was completed. I did not know that the intervening receipt was destroyed. I suppose the exchange was needed to alter the responsibility of the deposits. The original receipt was in the name of the bank. The money was held in trust for the bank. The money was transferred to Gantherin & Co.; that is, the receipts were charged to their name. The bank had a contract to loan so much money or cotton to the Confederate Government.

Q. Why was it deposited in the name of the bank?—A. The idea was to move the coin. Most of the banks here sent their money into the Confederate States. The idea of the directors was to move the coin out of the bank and put it where they thought it would be safe. There was nearly $800,000 sent, as I understood, to the French consulate.

So far as this $405,000 was concerned, I could not control it. Mr. Gantherin or his partners came several times about it. The French consul held the money for Gantherin & Co. when certain conditions were fulfilled.

Q. Did the consul object to returning the money?—A. To my knowledge I can't say that any positive demand was made to him. I don't know that he objected; never heard it said that he did in our bank.

Q. You say that you were controlled, overruled in this matter. Now, who controlled you?—A. The directors. My own sense of justice to the stockholders was to have the money returned, or rather never to let it go. I am of rather a yielding temper, and I yielded to the transaction as I found it, and let it go. Nobody controlled me positively. In the completion of the transaction I was there, and acted with the rest. I was forced by the transactions by which I was surrounded.

The $400,000 was returned; $80,000 was sold to relieve the necessities of the bank. That I opposed. I don't know who it was sold to. It was sold at 26 or 28 per. cent. premium. Our circulation has been reduced by that amount.

This $405,000 transaction was closed up in July. I am sure it was in July, from the length of time that has passed. Mr. Menard was one of the directors, and he went with the papers, and knowing these gentlemen, and knowing Mr. Du Parseur, Menard was really acting president of the bank at the time; there was no vote of the directors of the bank on the subject. Mr. Harroll, Mr. Menard, Mr. Moulton were present, and I believe no other director when the transaction was completed.

WM. L. G. GREENE, *A. D. C.*

Exhibit R.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Memorandum of the statement of Berry F. Harroll before the commanding general this day.

I was director in the bank of New Orleans in April last. I am the only director now here that was present when the loan of $400,000 was made to the Confederate government. I don't know where the money was deposited, or what was done with it. Receipt was to be given the bank upon certain goods being landed at Matamoros. The matter was never brought up in our board after you came here. I am sure of that. The cash capital of the bank was sold for sterling. There was between $300,000 and $400,000 which was put under the protection of a foreign flag. I never inquired or asked where the $400,000 went. That which was sold for sterling was under the control of the French consul. That came back when your order was issued. I never knew that the $400,000 was there. That matter was a contract completed. The receipts were given when the goods were delivered. That was since you came here, I have no doubt. When the receipts were given up, I assented to the money being paid, of course.

Exhibit P.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 14, 1862.

Memorandum of a statement made by Mortimer Belly, cashier of the bank of New Orleans this day, before Major General Butler, in explanation of his statement made yesterday.

The first receipt was in substance as described by me yesterday. The French consul wishing to get the gold in the name of a French citizen, that receipt was given up and a new one made, running directly to Gantherin & Co.

At the time the bank gave up its claim on the gold, and the settlement was made, the second receipt was given up and a new receipt upon the invoice was given, dated back to April 16; at the same time the original invoice, signed by Captain Sharkey, the agent of the Confederate States, showing the delivery of the goods on the 22d of June, was produced, and a copy of it is annexed to this statement.

M. BELLY.

NEW ORLEANS, LA., *November* 14, 1862.

Personally appeared the above-named Mortimer Belly, and made oath to the statement above written.

WM. L. G. GREENE,
Judge Provost Court.

Account of charges and expenses of the operations in cloths by Ed. Gantherin & Co., New Orleans—bill August 31, 1862.

1861.		
June 29	By payment to E. Gantherin and Jules Le More to go to Richmond	$481 00
July 20	By remittance to them at Richmond	450 00
	By remittance to French consul at Richmond, loan	50 00
1862.		
Mar. 1	By expenses of E. Gantherin and Jules Le More, for passage from New Orleans to New York and Havre	700 00
May 27	By voyage of Charles Proilland to Richmond and back	543 00
	By voyage of Montardier to Richmond 5 weeks	475 00
	By expenses of L. Grotares in Antwerp	9 98
	By consul's fees and certificates	36 29
Aug. 10	By present to M'me Mejan to close the affair well	153 00
	By Colonel Le Mat, as a bribe for the affair to start	2,500 00
	By V. Pretat, for the bill of Alexander, according to agreement of the five interested parties	5,000 00
115	By Kossuth, one-eighth per cent. of $405,000 deposit in consulate	528 25
	By payment to Feulle for getting the receipt	500 00
	By Hobart, lawyer, for proceedings with authorities and consul	500 00
Aug. 31	By Charles Proilland, expenses to Matamoros	3,790 00
	By Jules Le More, expenses from January 7 to September 1, 1862	1,089 71
	By payment of cabs and transports, 9 boxes gold	60 00
	By expenses of telegraph and postage	150 00
	By fire insurance, gold, in consulate six months, one-half per cent. on $405,000	2,025 00
	By river insurance on Blasco de Garay, one-eighth per cent. on $250,000	312 50
	By marine insurance from here to New York on specie	583 26
	By E. Ganthierin, expenses paid in sum $4,058,50	.....
	By Ferran & Dupierreo, Havana, as a memorandum $1,846.75	.....
	Total	19,939 49

NEW ORLEANS, *August* 31, 1862.

[Exhibit A, B, F, B.—Translation.]

Account of charges and expenses of the operation in cloths by Ed. Gantherin & Co., of New Orleans—bill August 31, 1862.

1862.		
June 29	Paid to E. Gantherin and Jules Le More to go to Richmond	$481 00
July 20	Sent to them to Richmond this day	450 00
Aug. 12	Sent to French consul at Richmond, amount of loan	50 00
	Amount of expenses by E. Gantherin and Jules Le More, for voyage from New Orleans to New York and Havre	700 00
1862.		
Mar. 1	Voyage of Charles Proilland to Richmond and back	543 00
May 27	Voyage of Montardier to Richmond and back, five weeks	475 50
	Expenses of L. Grotares, Antwerp, f. c. s., 49, 89	9 98
	Consular charges for deposits and certificates	36 29
	Presents to Mad. Mejan, to bring the affair to a good end	153 00
	Paid Kossuth one-eighth per cent. on $405,000, deposit charges	520 25
	Paid to Feuille for procuring the receipt	500 00
Aug. 31	Paid Robert, lawyer, fees for proceedings near the authorities and the consul	500 00
	Paid Charles Proilland, bill of expenses to Matamoros	3,790 00
	Paid Jules Le More, bill of expenses from January 1 to September 1, 1862, $1,589.71, less $500 per Moralles	1,089 71
	Paid Ed. Gantherin, expenses accounted for in $4,058.50 paid him by Farran & Dupierrio, in Havana, accounted for in advances as memorandum, $1,846.75	.....
	Paid for cabs and transport of 9 boxes gold	60 00
	Paid telegraph and postages	150 00
	Paid fire insurance on gold in the consulate, six months, one-half per cent. of $405,000	2,025 00
	Paid river insurance on Blaco de Garay, one-eighth per cent. on $250,000	312 50
	Paid marine insurance from here to New York on gold, according to account	585 26
	Total	12,431 00

NEW ORLEANS, *August* 31, 1862.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Memorandum of the statement of Etienne Nicholas Montardier, before Major-General Butler, this day.

I am bookkeeper in the house of Ed. Gantherin & Co., 28 Carondelet street, and have been so employed over four years. The partners are Edward Gantherin, Alfred and Jules Le More; Alfred is the oldest of the two. When I was first with them they used to buy tobacco for the contractor of the French Government; they had been

) two years. Since then they had been shipping cotton to Europe, for joint with other persons. They were also engaged in the tobacco business at the ne. They had no other regular business. Their correspondents at Havre were nore & Co., Lenore Brothers—but I believe J. K. Lenore is alone in that firm. v something of the house being engaged in trade in military clothing. It outside transaction, in which the three partners and two other persons were . Nothing of it appears on the books. Colonel Le Mat I have not seen for ie, and don't know whether he is here or in Europe. The other man con- s Jules Des Martines; I don't believe that Mr. Pretat had any contract with 'ederate Government. He was in Richmond and acted as a friend of Gan- id the partners; I was sent to Richmond about four or five days before the came to New Orleans. I got back there May 27. Gantherin & Co. and the undertook to sell cloth to the Confederate Government for a certain price. as something like 500 or 600 bales. There were two lots; one amounted to and the other lot has never been delivered; it is or was in Havana. It was d to Farran y Dupierrio, I believe. The first lot was delivered a little before for Richmond. Mr. Gantherin was at Havana with the vessel about two weeks before April 23, and then went back to Havana with the cloth. Af- he went to Matamoros again, and the cloth was shipped in small vessels. he cloth was shipped, because I got a receipt from some Confederate officers don't know where the receipt is; Mr. Lenore used to keep all these things lf, sometimes in the private safe, sometimes in a box. The box was kept at ch consulate. He used to send for that four or five times a week. They got ey two months and six weeks ago. They got it of the French consul. It osited there by a communication of the Confederate Government. I believe ey was got by some agreement with one of the banks of New Orleans. It old. The money was loaned by the Bank of New Orleans to the commission, deposited in the hands of the French consul about fifteen days before the fleet arrived here. I did not meet Count Meyan in Richmond; I do not know ioney being paid the count, none to himself. There was some $400 or $500 keeping the box. I know that there was money paid to Kossuth, a clerk of ch consul, for keeping the money. There is, in the account you see, some- arged for a present to Madame Meyan; it was really only thirteen dollars. rge of one hundred and fifty-three dollars charged for it is a forced account to somebody. There was no intention to bribe the count. Alfred Lenore said he now why he should not charge it to the firm instead of paying it himself. I Count Meyan since 12 o'clock yesterday; I had no conversation with him on the it is charged $153. There is a book where the real account is entered. I made ounts, two accounts, marked A—B. F. B. and B—B.F. B. This false entry was show Baron Selliere, whose agent they were. The last time we settled the whole made an entry on the books. We made only a whole entry at last, not as the s on. These two accounts, marked A and B, were made out by Alfred Lenore, ed by the young man under the direction of A. Lenore and myself, and copies en to the other partners. Robert, the lawyer, has an office in Commercial Place; r in Havana.

ount Meyan must have known about the transaction. I have never heard him it it, but he must have known something about it. He knew from whence he the money. It was deposited in the name of De Bow; at any rate it was Mr. that paid for this; but I don't know much about this business; they kept it to es, and I only know what they could not help letting me know.

iat did you say to the French consul yesterday?—A. I had something to do r papers—my certificate—as I knew Mr. Lenore had been taken away. I asked id be well protected by my papers; he told me that I was all right; that I was subject.

s not something said about this transaction between you and somebody in the yesterday?—A. No, sir; yesterday I saw Kossuth; he told me about this, that ore had been taken up.

s not something said about Mr. Meyan and the present?—A. No, sir; I said to "It is put down in the account that you have received $400 or $500;" that was vas said.

l you say anything to Meyan about it?—A. No, sir.

ien did you meet Kossuth?—A. In the morning, at his house. I said to him, ssuth, you must remember that the account has been made, and that you are for five hundred and some dollars." He said it was all right. Four hundred thousand dollars was paid into the French consulate for the lot. Nothing was or the second lot, as it never was delivered. I have been in this country since 849. I came to New Orleans in March, 1851. We borrowed some money, $50, ench consul in Richmond.

WM. L. G. GREENE, A. D. C.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 12, 1862.

Memorandum of a conversation this day between the commanding general and Alfr and Jules Le More, of the firm of Ed. Gantherin & Co., of New Orleans.

ALFRED LE MORE being examined apart, the following conversation took place:

By General BUTLER:

Q. You are of the firm of Gantherin & Co.?—A. Yes, sir.

Q. G. Le More & Co., of Havre, are your correspondents?—A. And brothers, also.

Q. At some time were you in treaty purchasing a large quantity of goods at Verviers?-A. I wish to ask one question; do we appear here as accused?

Q. You are, through the Secretary of State of the United States, of having been e gaged in this traffic with the confederates.—A. Then I have nothing to answer.

Q. You may answer or go to prison.

Afterward the following question was put:

Q. The question I put to you is this: have you been engaged in purchasing cloths clothing at Verviers, through your agents, for the supply of the rebel army? Now y may answer or not, just as you please?—A. I have not, myself.

Q. Have you been engaged in any way, directly, in any form, in buying any cloth in Verviers for which drafts are now due and out?—A. I don't want to answer that qu tion.

The party protested that he did not hold himself bound to answer to the extent criminating himself.

Sent to Fort Pickens until further orders.

JULES LE MORE called.

Q. You are of the firm of Ed. Gantherin & Co., doing business in New Orleans?—. Yes, sir.

Q. G. L. Le More are your correspondents at Havre?—A. ———

Q. Has your house been directly or indirectly engaged in buying goods at Vervier in Belgium? Have you been concerned, or your house, in buying goods there?—A. No sir.

Q. Has your house been so engaged?—A. I don't know anything about it, as I hav not been here for fifteen months. I came here in the Cardenas, two months since. had been in Havana twelve months.

Q. Has any clothing been shipped to you from Europe?—A. I don't know anythin about it.

Q. Have any goods been shipped by you from New York to Havana?—A. I canno answer that question.

Ordered to be confined in Fort Jackson.

WM. L. G. GREENE,
Lieut. and A. D. C.

Exhibit.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Major-General Butler's compliments to Count Meyan, and he is informed by a witne under examination that Mr. Alfred Lemore's box of papers, which implicates him in fra upon the Government, is in your possession. You will be kind enough to forward it b the bearer, Major Clemence.

Respectfully,

B. F. BUTLER,
Major-General, Commanding.

Exhibit.

NEW ORLEANS, *November* 13, 1862.

Count Meyan, consul of France, presents his compliments to General Butler, and mu declare to him that he has no box with papers belonging to Mr. Alfred Lemore in hi possession. The consul of France in the same time takes the liberty to observe to Gen eral Butler that in the case he should have such papers in his possession it would be im possible for him to give them up without the formal consent and presence of the parties interested.

With respect,

The consul of France—

COUNT MEYAN.

Exhibit.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Count MEYAN:

SIR: Alfred Lemore states that his box is in your possession. Will you, or will you not, give it up? Will you state to me that it was not in your possession since yesterday morning?

By command of Major-General Butler.

H. C. CLARK,
Lieut. and A. D. C.

Exhibit.

[Translation.]

CONSULATE OF FRANCE,
New Orleans, November 13, 1862.

SIR: I received this evening your letter, through which your aide-de-camp, Lieut. H. C. Clark, demands, by your order, if I will, "yes or no," give up a certain box belonging to Mr. Alfred Lemore. I had already the honor to inform you that the said box was not in my possession, and I have nothing to add to this declaration.

With respect,

COUNT MEYAN.

Major-General BUTLER,
Commanding Army of the Gulf.

Exhibit.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 14, 1862.

SIR: Major-General Butler desires to know if you will return a direct answer to his question, Whether the box of papers belonging to the criminal, Lemore, has been in your possession since the arrest of the criminal, or not?

Respectfully,

BENJ. F. BUTLER,
Major-General Commanding.

COUNT MEYAN, *Consul of France.*

[Translation.]

CONSULATE OF FRANCE,
New Orleans, November 14, 1862.

SIR: The box which you have demanded of me as belonging to Mr. Alfred Lemore is no longer in my possession, as I have had the honor to state to you. It was taken from the consulate the 12th, in the morning. I have not been informed of the hour of the arrest of these gentlemen, and cannot, therefore, know whether it was withdrawn prior to or after the arrest.

With respect,

COUNT MEYAN.

Major-General BUTLER,
Commanding Army of the Gulf.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 18, 1862.

ADMIRAL: You were quite correct in your understanding of the conversation upon the subject of the diposition made of Alfred and Jules Lemore, with which you did me the honor to favor me. I have at present detained them for trial, which I propose shall take place immediately after the affair upon the Conlon plantation can be investigated, which you desired should have preference, as soon as the case now before the military commission is finished. In the mean time I have ordered Jules Lemore to Fort Jackson for safe-keeping, till further orders, and as I do not think the United States is bound to feed and clothe anybody without an equivalent I have directed him to be put at work.

The case of Alfred Le More stands differently, in this, that he treated my authority with contempt, refused to answer all proper questions put to him in regard to the matter of the bank, and contumaciously, contemptuously, and utterly refused to produce certain papers which were within his control, necessary to my investigation of the affairs of the Bank of New Orleans.

For this contempt of all authority on the part of a confessed criminal I directed that until Le More would produce the papers he should be confined closely, and, as we are

quite unprepared at Fort Pickens for means of certain confinement, I added the ball and chain.

This portion of his confinement Le More can at any time alleviate by producing the papers as required. He intimated in the presence of the directors of the bank that those papers were on board of your ship, the Catinet, an idea that I at once repelled as it was not possible that a French ship of war could be the willing custodian of the evidence of guilt of any person.

The form of the order of confinement of the Le Mores, till "further orders," will show you that the imprisonment is merely provisional. I cannot look upon the crime of the Le Mores in the light you seem to do.

While living in this city in June last, under the protection of the United States, they were engaged in delivering clothing to the rebel army to the amount of more than two millions of francs.

Whatever may be said of the transaction of those of war to the rebels there can be no doubt of the heinousness of the crime of those foreigners, who living here, aid the rebellion. The native rebel has the palliation that his association, his training, education, his sympathies, and perhaps, almost necessities, have led him into acts of treason. Not so with the alien of rebellion. He has been warned of the heinousness of his offense against sovereign proclamations. He has no ties or associations; he has no States' rights doctrines, imbibed from childhood teachings, to mislead him; he has no country here save, or Union. He is merely the voluntary guest of a nation which protects him, and grants him more commercial advantages than he believes his own country affords him, and this nation he aids to destroy. His acts, if done by a citizen, are treason. His is all the moral guilt of treason; he breaks the laws of hospitality of the country whose subject he is, and the laws of the country whose protection and home he enjoys. His only excuse is greed of gain—to love of the "thirty pieces of silver" which Judas for betraying his master, from the same motives.

You may be sure, admiral, that the imprisonment of the Le Mores is not definite punishment, for if the military tribunal, before whom these men shall be brought, take the same view of the heinousness of their crime that I do, and if the proof is undoubted, their punishment is likely to be much more suited to the depth of their guilt.

While, however, I claim, and in a proper case should exercise, the right and power to try, judge, and, if guilty, to sentence these men myself, as the highest authority here, I repeat that, at the possible moment, these men shall be tried, by an impartial commission of officers of rank, appointed before they were arrested.

Meantime I claim the right to protect myself and my Government from the contumacious acts of those who are engaged in an attempt to overthrow it, whether alien or native born.

I have the honor to assure you, admiral, of my most sincere respect and personal esteem.

BENJ. F. BUTLER,
Major-General, Commanding.

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of JOHN RAY, in behalf of the United States, taken before George P. Bowen, United States commissioner, at his office in the city of Springfield, Illinois, on the 19th day of June, A. D. 1865.

Int. 1. What is your name, age, residence, and occupation?—A. My name is John Ray; I am forty-nine years of age next October; I reside in parish of Ouachita, town of Monroe, and State of Louisiana; I am, and have been for about 26 years, a duly licensed and practicing attorney and counsellor at law, practicing at the town of Monroe and adjacent vicinity, and resident of said town of Monroe over twenty-nine years.

Int. 2. State the character of your personal intercourse with Dr. John T. Simmons, and your professional relations to his business as the owner in part of and manager of a cotton plantation on the Ouachita River, during the five years preceding June, A. D. 1864.—A. I have been well and intimately acquainted with Dr. John T. Simmons full fifteen years, and have been, as I believe, his attorney in all his litigation during all that period, and in regard to the plantation of Tatum & Simmons referred to in the interrogatory, and have been, from the purchase of that plantation to the present time. I have been employed by Simmons whenever legal counsel was necessary, and have been so consulted by him in reference to all such matters, and conducted all his litigations; and this relation has existed closely during all the five years mentioned in the interrogatory. I am a retained attorney in all his litigation and legal business. We are near neighbors, and I have been constantly in the habit of seeing him very frequently. His plantation lies between my residence and my own plantation, so I frequently pass it.

Int. 3. State whether, in consequence of this relation to Simmons and his business as

planter, you were familiar, during the time spoken of in your last answer, with his transactions for the supply of the necessaries for the working of his plantation and the disposal of its products?—A. I think I was, and was being habitually consulted by him about these matters.

Int. 4. Did you at any time prior to the year 1864 hear the said Simmons say anything or give in any manner any information touching any sale of a certain quantity of cotton, 800 bales and upwards, or any cotton whatever, in the course of the year 1862, or at any other time previous to 1864, to one P. Garcia, or any other person acting as the agent of said Garcia, or in his behalf?—A. I did not.

Int. 5. When, as nearly as you can remember, did you, if at any time, first hear the said Simmons mention, or make in any way allusion to, the name of said Garcia?—A. I do not recollect to have ever heard him use Garcia's name or make any allusion to any transaction with said Garcia.

Int. 6. If at any time you participated as attorney and advising counsel in any contract, process, or partition, or other transaction involving the title to some eight hundred or more bales of cotton, then stored on the plantation of said Simmons, then please state the general nature of such transaction, when it occurred, and what participation you had in it.—A. On the 25th day of December, A. D. 1862, I, as attorney for John T. Simmons and J. T. Sudeling, attorney for the heirs of Tatum, met on the plantation belonging to the said Simmons and the said heirs of said Tatum, for the purpose of agreeing upon terms of partition between the said parties, owners of said plantation and other property. The property to be partitioned was land, negroes, about 1,100 bales of cotton, and some other personal property. The parties then agreed that instead of a partition, that Simmons should take the entire property, land, negroes, cotton, and other personal property, by the paying the heirs of Tatum $50,000, and assuming the payment of all the debts of the late firm of Tatum & Simmons, which amounted to about $200,000, which debt was principally due to Benjamin Ballard, from whom said Tatum & Simmons purchased said plantation, and the balance for supplies furnished, and for carrying on said plantation. The $50,000 was to be paid in Confederate bonds or Confederate treasury notes, both then having considerable money value. It was agreed between the parties that this $50,000 should be raised by a sale of so much of the cotton stored on the plantation, as was necessary to raise the amount, to the cotton-purchasing agent for the Confederate States. One C. G. Young was sub-agent under the general agent of said government, Andrew McKee; and between 900 and 1,000 bales of the cotton then on said plantation was sold to said Young as such agent, who paid over for the same the sum of $50,000 in Confederate treasury notes or bonds, and a memorandum in writing of such sale was made.

Due legal proceedings were then taken by the attorneys for both of the said parties to divest the interest of said Tatum heirs in and to all of said property mentioned, and to vest the title of all the same in Dr. John T. Simmons, and a deed was ultimately made to Simmons, investing him with the complete title to all of said property, real and personal, and the $50,000 in Confederate treasury notes or bonds was by me, for said Simmons, paid over to the attorney for said Tatum heirs. This, I think, was not fully perfected and completed until about the month of May or June, 1863, when it was fully consummated, this delay being necessary to complete the legal proceedings subsequent to the sale. The sale and delivery of the cotton was completed in December, 1862, or in January, 1863.

Int. 7. Did or not this sale and delivery of the said cotton to the Confederate agent, and the subsequent legal proceedings referred to, all proceed upon the open assumption and express understanding on the part of Simmons and the other parties thereto that the said cotton was at that time an unsold and unincumbered portion of the said estate of Simmons and the Tatum heirs?

(Objected to by Wm. M. Springer, esq., proctor for G. A. Le More & Co.)

A. They did proceed upon the open assumption and express understanding on the part of Simmons and the other parties thereto that the title of said cotton was in said Simmons and said Tatum heirs, and I heard of no claimant for any cotton, except of one hundred bales sold Warneken, Kirchoff & Co., of New Orleans, and that was no part of this cotton mentioned as sold to said Confederate States agent, there being then on said plantation about 1,100 bales of cotton.

Int. 8. State what you may know of Leon Queyrouze, and especially if you know anything of him as the agent of Garcia, aforesaid.—A. I have known Mr. Queyrouze for some 10 years past. He was a grocer and wine merchant in New Orleans, and before the war I was in the habit of purchasing goods of him. Since the war, and in the spring of 1864, he spent some time in the town of Monroe. I think he and Mr. Jules Le More were there at the same time, but I am not positive. I neither knew or heard of his being agent of or for Garcia. I had very little conversation with Mr. Queyrouze about his business when he was at Monroe, and I have not seen him since.

Int. 9. Please state the opportunity you had to know, and all you did know at the time, of any sale or transfer of the cotton in question, in the winter or spring of 1864, by the said Simmons or Queyrouze, or with the assent of both or either, or by any other person, of this cotton in question, to Mr. Jules Le More, for himself or for other account.—A. I don't know of any sale of this cotton by Simmons or Queyrouze to Mr. Jules Le More, or the house of Le More & Co.; all I know about it is this: When the cotton was being removed from the house where it was stored, on to the bank of the river for shipment, I, in going to my plantation, passed the place where they were depositing it on the river bank. It was being moved by teams belonging to Dr. Simmons and a man named Weintzel. Mr. Jules Le More was there, seeming to superintend the disposal of the cotton. In conversation with Simmons and Weitzel that day, they told me that Jules Le More hired them to draw the cotton, and paid $1 per bale in greenbacks for hauling the cotton. I heard nothing said about any sale of the cotton. This was two days previous to the Federal fleet coming up to Monroe.

Int. 10. Did you hear of any sale by Simmons of any part of this cotton in the year of 1862, previous to the sale referred to in your former answer, and which took place December, 1862, to the Confederate agent, and in which you participated?—A. I did not.

Int. 11. Please to state what dealing or transactions, if any, you know the said J. T. Simmons to have had with the rebel authorities, civil or military, or their agents, during the years 1861, 1862, 1863, and up to June, 1864.—A. I cannot recollect certainly whether in 1861 he had any business contract with the Confederate authorities, but after that time, and up to the spring of 1865, he was a contractor with the Confederate authorities for the purposes of hauling, and general purposes of transportation. He had about a dozen teams engaged. He was also distilling whisky under a like contract, and has been so operating for the last two years. I acquired this information about the transportation from seeing Simmons's teams engaged, and what Simmons told me. As to the distillery, I have seen his contract with the Confederate government, and Simmons also told me, and although I was never in the still-house it has been pointed out to me. Mr. Simmons was a very violent secessionist; always has been one of the most noted in that country.

Cross-examination by WM. SPRINGER, Esq., for G. A. L. Le More & Co.:

Q. 1. Do you know whether A. W. McKee, the cotton agent of the Confederacy, ever sold or transferred this cotton to Messrs. Withenbury & Doyle, or whether Simmons ever informed you of any such sale?—A. I do not know; and Mr. Simmons never gave me any information on that subject.

Q. 2. What do you know of Mr. Simmons's financial condition, and has he, or not, handled considerable sums of money during the rebellion?—A. Doct. Simmons handles a good deal of money, and has during the rebellion. He rather keeps it to trade with, than to pay his debts with. I have seen him have $15,000 or $20,000 at a time.

Filed June 19, 1865.

GEORGE P. BOWEN, *Clerk.*

Deposition of Jules Le More, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public and special commissioner, at his office in the city of New Orleans, La., on the 28th day of November A. D. 1864.

Int. 1. State your age, residence, and occupation.—A. My name is Jules Le More; my age is thirty-five years; my residence is temporarily in New Orleans; my occupation, a commission merchant.

Int. 2. Have you ever purchased any cotton, as agent, for the firm of G. A. Le More & Co., of Havre, France? If so, state when, where, and how much.—A. I have purchased a certain quantity of cotton for said firm, as their agent, on or about February last, twenty-two miles below Monroe, on the Ouachita River, on Simmons's plantation. The cotton so purchased by me was about eight hundred and thirty bales.

Int. 3. From whom did you purchase said cotton, and how much did you pay for it, and what kind of funds?—A. I bought said cotton from Mr. J. Garcia, and I paid it at the rate of $160 per bale in United States Treasury notes, as per copy annexed of its original invoice, marked A.

Int. 4. Did the person from whom you purchased deliver the cotton to you? and if so, state the circumstances of the delivery.—A. No; said cotton was delivered to me by its owner's agent, W. L. Queyrouse, who came from Mexico with me for that purpose, and with whom conversation had taken place on the subject, and who came with me to Simmons's place to conclude the bargain.

Int. 5. What means, if any, did you use to ascertain who was the owner of the cotton?—A. By satisfactory information obtained by me on that subject, on the plantation, and at the cotton bureau at Shreveport, besides the well-known respectability of Mr. Queyrouse.

Int. 6. How was the cotton marked that you bought, and where was it at the time it as delivered to you?—A. The cotton was marked as follows: 170 bales marked Simons, and 660 marked Tatum & Simmons. Seeing a number of bales marked C. S. A., asked for explanation from Mr. Queyrouse, who answered that only the bales of the first ank were so marked, and that it had been done to save them from destruction by conderate soldiers, leaving them so under the impression that it was the property of the onfederate Government, and he added that it had been often done on several plantaons, and I subsequently ascertained that this was true. The cotton, when delivered to e, was about 3½ miles from the plantation, in a place called old plantation, and was tored in the old negro quarters.

Int. 7. On whose plantation was said cotton, and was the owner of said plantation resent at the time of said delivery, and did he consent to the delivery of said cotton, or ake any objection to the same?—A. On Simmons's plantation, about 22 miles from Monroe. Yes; he was present in person; he made no objection to the delivery of said otton, and, on the contrary, offered his services for anything relative thereto.

Int. 8. Was the cotton weighed and examined at the time of delivery?—A. Yes; I ad examined it, and I caused a number of bales to be weighed to have an average of he weights.

Int. 9. Did you mark the cotton, or take any steps to have it done, at the time of delivery or immediately afterward? If so, how was it marked?—A. I did not mark the cotton myself, but Mr. Simmons, the planter, offered to have it marked for me, and there were about one hundred and sixty bales marked L. M. when the United States gunboats came and took possession of them.

Int. 10. Did you move said cotton, or have it moved, from the place where it was delivered to you? If so, who did it for you, and what, if anything, did you pay for removing it?—A. Yes; as soon as I was placed in possession of said cotton I made arrangements with Messrs. Pargoud & Wentzell to transport the 830 bales from the old plantation to Simmons's landing, on the river, and I paid the gentleman $1 per bale in United States Treasury notes, as appears by document annexed, marked B.

Int. 11. Where was the cotton placed by your direction, and for what purpose did you have it placed there?—A. The cotton was placed, according to my instructions, on Simmons's landing, on the river, to be thence forwarded to New Orleans, to Mr. Aristide Miltenberger, as soon as the formalities prescribed by the military authorities should be complied with by him. I had sent to Mr. A. Miltenberger a messenger to that effect, and I had also written to the house of G. A. Le More & Co., of Havre, to that effect, as appears by their answers to Mr. Montardier, in New Orleans, which letters are hereto annexed, and marked C.

Int. 12. Did you get any permit to have said cotton shipped; and if so, from whom; nd what duty, if any, did you pay for shipping the same; and to what place was it to e shipped?—A. Yes; I went with L. Queyrouse, at Shreveport, to the cotton bureau, nd there the transfer of the shipping permit was signed in my presence, to the order of A. Le More & Co., of Havre, by W. C. Broadwell, chief cotton bureau, upon the payment made by me of 60 cents in specie per bale, being the duty, and upon the condition at all of said cotton should be sent to Europe, except the necessary quantity to pay all arges, and General Taylor gave a written permit to Mr. Queyrouse for the removal by deral transports, or steamboats, of the cottan of G. A. Le More & Co., as appears by e annexed permit of General Taylor, marked D.

Int. 13. What became of said cotton?—A. The 830 bales of the above-described cotton as seized and taken possession of, on the 8th day of April, 1864, by a flotilla of United ates vessels, consisting of gunboats and transports, commanded by Captain Foster. I as informed of the fact by Mr. Simmons himself, who gave me the two following certifiates hereto annexed and marked E. And the last I saw of the cotton myself, it was n board of the transports, and I caused to be taken in writing, in New Orleans, and nder oath the declaration of two persons who were present at the seizure of said cotton y the gunboats as aforesaid, which declaration is also hereto annexed, and marked F.

Int. 14. Do you know anything about Major McKee, a Confederate cotton agent? f so, who was he, what was his business, what authority had he with regard to cotton, and how you obtained your information?—A. I do not personally know Major McKee, but I often heard —— speaking of him at Shreveport and at Monroe as being a pecial agent of the Confederate Government to buy cotton, but I never heard that he ad a right to sell any. Mr. Broadwell, cotton agent, told me that nobody but himself (Broadwell) had a right to dispose of the Government cotton, or to give a shipping or a removal permit.

Int. 15. Were you on the Ouachita River at the time the gunboats that seized the otton hereinafter spoken of ascended said river? If so, state whether said gunboats et with any resistance in ascending the said river on that expedition, and whether here was any rebel force in the vicinity, and how far the nearest rebel force was om the place said cotton was seized, to the best of your knowledge.—A. Yes; I was

then on Frank Pargoud's lower plantation, on the Ouachita River, when the gunboats ascended said river, from the mouth of Ouachita River to Monroe City. There were no obstacles to their coming up, nor any resistance whatever offered to them. There were no rebel forces in the neighborhood; the nearest rebel force was between Alexandria and Natchitoches, say from about 200 to 250 miles distant.

Cross-interrogatories in behalf of Withenbury and Doyle:

(Protesting against the form of many of the direct interrogatories herein propounded, as indicated thereon, and not admitting the right to propound any of them to said witness, and denying the right of said intervenors to examine said witness at all, because of his incompetency to testify, said Withenbury and Doyle proceed to propound cross interrogatories to the witnesses.)

Cross-int. 1. What interest have you in the proceeds arising from the sales of the cotton in controversy in this suit?—A. I have no interest whatever, except a commission, as purchasing agent, of 5 per cent. on the amount of purchases.

Cross-int. 2. What interest have you in the business house of G. A. Le More & Co., of Havre, France? What interest had you when you were buying cotton for them, and what interest have you now?—A. I never had, and have not now, any interest in the house of G. A. Le More & Co., of Havre, France.

Cross-int. 3. What interest have you in the event of this suit?—A. None whatever.

Cross-int. 4. What connection had you with said house of G. A. Le More & Co., or Ed. Gantherin & Co., of New Orleans, at the time of the breaking out of the present rebellion in the United States of America, in the spring or summer of 1861? State your interest in both and how long it continued. Who was the agent of said house in their transactions with the so-called Confederate Government, at the head of which is one Jefferson Davis? How long were you their agent or the agent of either? What was the extent of your agency? What transactions did they or either of them have with the so-called Confederate Government? What army clothes and timber, and other army supplies, did said houses, one or both of them furnish said so-called Confederate Government, or any of the agents or authorities thereof? What had you to do with purchasing or furnishing such supplies, or any of them? State the circumstances as fully as if you were specially thereunto interrogated.—A. I had no interest whatever in the house of G. A. Le More & Co. I was a partner in the house of Ed. Gantherin & Co., in New Orleans. My interest in the house of E. Gantherin & Co. was the same as that of the two other partners, and it so continued till the dissolution of the firm, which took place on the first of December, 1862. The house of G. A. Le More & Co. never had any dealing with the Confederate Government. As to the firm of Ed. Gantherin & Co., they have no interest in this suit, and having been myself a partner in said firm, I decline answering to questions concerning its affairs. I have been the special agent of G. A. Le More & Co. for about six months previous to the purchase of the cotton subject to this suit; I had also full power to enter into any transactions I thought beneficial to said firm of G. A. Le More & Co. The house of G. A. Le More & Co. never had any transaction whatever with the Confederate Government. The firm of G. A. Le More & Co. never furnished any clothing, timber, nor army supplies to the so-called Confederate Government, or its agent or authorities. I had nothing to do with any; such transactions as known were made as before stated.

Cross-int. 4. If you answer the second direct interrogatory that you did purchase cotton for said firm of G. A. Le More & Co., you will please state from whom you purchased, what you paid, whether in army supplies furnished the so-called Confederate Government, their agents, or servants, or otherwise. State particularly what goods or supplies were so furnished, when they were furnished, and at what place, and to whom they were delivered, and in what way, and in what currency or property they were to be paid. State all the circumstances with particularity?—A. I purchased from Mr. P. Garcia, through his agent, Mr. L. Queyrouse, 830 bales of cotton, for which I paid at the rate of $160 per bale, in United States Treasury notes, and in no other way. And for further details I refer to my answers to the interrogatories in chief on that subject.

Cross-int. 5. State what connection existed between the French house of G. A. Le More & Co., Havre, France, and the house of Ed. Gantherin & Co., of New Orleans. If they were partners or interested in any way, what was the nature of that copartnership or interest? How was it evidenced, in writing or otherwise? If in writing, append a copy, and state particularly whether that writing shows all of the arrangements or understanding; then state fully all of the arrangements and understanding between said houses; how made and how evidenced. State particularly what arrangements and understanding there were between said houses as to their American trade and the trade in the lines of the so-called Confederate authorities?—A. None whatever. The two houses were neither partners nor interested in any way in each other's business; therefore, I cannot produce any document as asked for, as none has ever existed.

Cross-interrogatories in behalf of the United States:

Cross-int. 1. What interest have you in the result of this case?—A. I have no interest whatever, except a commission of 5 per cent. on the amount of purchases.

Cross-int. 2. If you state that you were present when the gunboats seized cotton, state how long you had been at that point, and when it was that the Confederate forces left that point or that vicinity?—A. When the gunboats seized the cotton subject to this suit, I was on Pargoud's lower plantation, on the Ouachita River, about six or seven weeks previous, and saw the cotton on board of the gunboats. The cotton was seized and taken possession of at Simmons's landing, on the Ouachita, about 22 miles from where I was, and I saw the cotton on board the transports when they ascended the river, and anchored before Lazarre's plantation, opposite where I was on the 10th of April, where I then saw the cotton aboard. There was not, to my knowledge, any rebel forces in the vicinity.

Cross-int. 3. How near was the nearest rebel fort to where the cotton was taken, and when was such fort abandoned?—A. There were no forts to my knowledge in the vicinity of the place where the cotton was seized; at least, I never saw any.

Cross-int. 4. How near was the nearest rebel battery to where the cotton was seized, and when was such battery taken away by the rebels?—A. I never saw any rebel battery in that vicinity, nor have I ever heard that there had been any. The only rebel force that I ever heard of as existing at the time of the seizure of said cotton was between Alexandria and Natchitoches, say from 200 to 250 miles distant.

Cross-int. 5. Is it not true that the gunboats, when they captured the cotton, were the first indications of Federal authority which had been seen in that part of the country since the breaking out of the rebellion?—A. No. Before the arrival of said gunboats, about the 28th of August, 1863, the Federal forces had already entered that part of the country, in the town of Monroe, under the command of Brigadier-General Stevenson. The troops were said to be of the Corps d'armee of Major-General McPherson.

Filed June 14, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in deposition of Jules Le More.

Invoice of 830 bales of cotton sold for account of P. Garcia, esq., to Jules Le More, esq., agent of G. A. Le More & Co.:

Simmons, 170 bales cotton	pounds..	74,262
Tatum & Simmons, 660 bales cotton	do....	285,120

830 bales, classing as follows:

118 bales middling fair.
101 bales good middling.
195 bales strict middling.
142 bales middling.
148 bales low middling.
126 bales good ordinary.

830 bales, at $160 per bale in U. S. t. n $132,800

MONROE, *March* 1, 1864.

Received payment in full.

LEON QUEYROUSE, *Agent.*

I do certify, on honor, that this is the true copy of the original sent to G. A. Le More & Co., in Havre.

JULES LE MORE.

Filed December 14, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit B, referred to in deposition of Jules Le More.

Monsieur JULES LE MORE: Veuillez payer la somme que vous me devez pour le halage du coton sur l'habitation du Dr. Simmons, qui se montait a deux cents trente cinque piastres en greenbacks, payable en or, ce Monsieur August Roxet. Plus, s'il ne vous a pas ete possible de m'envoyer la valeur de deux cents piastres que je vous ai remis, veillez le require en or, et le remettre aussi au meme et il vous en donnera recu.

JOAN PARGOUD.

MONROE, *le cinq Mai*, 1864.

[Translation.]

Mr. JULES LE MORE: Please pay the sum due me for the hauling of cotton, at the landing of Dr. Simmons, which amounts to $235 in greenbacks, payable in gold, to Mr. Augustus Roxet. If you have not had the opportunity of sending me the value of $200, which I remitted to you, please convert it into gold, and pay to the same, and he will give you a receipt.

JOHN PARGOUD.

MONROE, *May* 5, 1864.

Received from Mr. Jules Le More, agent of Messrs. G. A. Le More & Co., of Havre, France, $830, for acc't of Messrs. John Pargoud and Wentzell, of Ouachita River, for hauling, at the landing of Dr. Simmons's plantation, the 830 bales of cotton bought by said Jules Le More, for acc't of said firm, G. A. Le More & Co., from Leon Queyrouse, agent of P. Garcia, esq.

NEW ORLEANS, *May* 24, 1864.

A. RAUXET.

Witnesses:
SAMUEL NELSON.
P. MONTARDIER.
J. POLLOCK.

Filed December 14, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit C, referred to in deposition of Jules Le More.

HAVRE, 4 *Mai*, 1864.

Monsieur E. MONTARDIER, *New Orleans:*

MONSIEUR: Pa sa lettre de Monroe (Wachita), en date du 28 Mars d'er dout vous nons avez envoye copie Mons'r Jules Le More, vous informe qu'il a fait pour notre compte plusieurs achats de coton, et nous avous pris notre de suivants:

L. M. 323 balles, de l'habitation Lazare (West Wachiti).
L. M. 660 balles, de l'habitation Simmons (East Wachita).
L. M. 206 balles, de l'habitation Simmons (East Wachita).

Eusd, 1, 189 balles coton.

Veuillez, monsieur, si vous ne l'aves deja fait, faire entrer ces cotons au consulat de France a New Orleans en netirer un certificat constatant le titre de propriete Francaise, et envoyer sur les lieux autant de certificats qu'il y aura de depots.

Vous aurez soim egalement de faire couvrir l'assurance du feu et d'ouvrir en temps une police l'assurance maritime de riviere quand on expediera.

Comme il est probable que les prochaines lettres de Monsieur Jules Le More vous annonceront de nouveaux achats vous voudrez bien agir de meme que pour 1,189 balles precitees. Vous fournirez sur nous une trait pour le montat des primes d'assurance, certificats, consulaires, etc. Le tout accueil est a l'avance reserve a vos dispositions.

Nous vous presentons, monsieur nos civilites empressees.

G. A. LE MORE & Co.

[Translation.]

HAVRE, *May* 4, 1864.

Mr. E. N. MONTARDIER, *New Orleans:*

SIR: By his letter from Monroe (Wachita), dated the 28th day of March last, Mr. Jules Le More informed you that he has made on our account more purchases of cotton, and we have taken note of the following:

L. M. 323 bales, from the plantation of Lazare, West Wachita.
L. M. 660 bales, from the plantation of Simmons, East Wachita.
L. M. 206 bales, from the plantation of Simmons, East Wachita.

Total, 1,189 bales cotton.

You will please, sir, if you have not yet done it, to enter cotton at the French consulate, in New Orleans, getting the certificate proving the title as French property, and get as many certificates as there are places where the cotton is stored.

You will take equal care to insure against fire, and, in time, get a policy of marine insurance, as may be expedient.

As it is probable that the next letters of Mr. Jules Le More will tell you of new purchases of cotton, you will do well to act as in the case of the 1,189 bales above men-

tioned. You will draw upon us for the amount of the insurance premium, consular certificates, &c., and all the rest is left at your discretion.

We present to you, sir, our distinguished civilities,

G. A. LE MORE & CO.

HAVRE, 13 *Mai*, 1864.

Monsieur E. N. MONTARDIER, *New Orleans:*

MONSIEUR: Les nouvelles de chez vous vont jusqu'au 21 avril, mais sans aucune lettre de vous a repondre; nous vous acheminons d'autre part notre prix curant du jour, et ci bas 2me de notre derniere lettre du 6 courant.

Vos devoues,

G. A. LE MORE & CO.

L'incluse par M. Jules Le More, S. V. P.

HAVRE 6 *Mai*, 1864.

Monsieur E. N. MONTARDIER, *New Orleans:*

Nous vous confirmons notre du 4 curant, par Germania, et aux recommendations qu'elle contenait nous venons en ajouter une que nous considirons comme tres importante; c'est qu'il faudra recommander aux delegues des habitations porteurs des certificats consulaires que, dans le cas ou les federaux iraient sur les plantations memes saisar le cotton, ils devrient exiger que ceux qui saisiraent endonnant un recu au dos du certificat consularie, prenant en meme temps les notes de leurs noms, qualites, &c. Nous pensons n'avoir plus rien a ajouter a toutes nos recommendations, et dans le cas ou nous aurions omis quelque chose, nous vous reposons entierment pour vous faire le necessaire.

Nous vous presentons,

G. A. LE MORE & CO.

Filed December 14, 1864.

GEO. P. BOWEN, *Clerk.*

[Translation.]

HAVRE, *May* 13, 1864.

Mr. E. N. MONTARDIER,
New Orleans:

SIR: News comes from you up to the 21st of April, but without any letter from you to answer. We send in another our daily price current, and below a duplicate of our last letter of the 6th instant.

Your servants,

G. A. LE MORE & CO.

Please give the inclosed letter to Mr. Jules Le More.

HAVRE, *May* 6, 1864.

Mr. E. N. MONTARDIER,
New Orleans:

We confirm to you our letter of the 4th instant by the Germania, and to the advices which it contains we beg to add another, which we consider very important; that is, it will be proper to instruct the agents of the plantations holding the consular certificates that in cases where the Federals go upon the plantations themselves to seize cotton they should require those who make the seizure to give a receipt upon the back of the consular certificate, taking at the same time notes of the names, qualities, &c. We think we have nothing more to add to all the advice; and, in case we have omitted anything, we trust entirely to you to do what is necessary.

We present to you, &c.,

G. A. LE MORE & CO.

Exhibit D, referred to in deposition of Jules Le More.

HEADQUARTERS DISTRICT WESTERN LOUISIANA,
In the field, April 5, 1864.

Permission is granted to Mr. Queyrouze to remove by steamboat, brought from the enemy's lines, certain cotton on the Ouachita River, belonging to the house of Le More & Co.

By command of Major-General Taylor.

E. SURGET, *A. A. General.*

Filed December 14, 1864.

GEO. P. BOWEN, Clerk.

Exhibit E, referred to in deposition of Jules Le More.

I certify that on the 8th of April, 1864,, that the Federal gunboats and transpor arrived at my plantation and took on board all the cotton belonging to G. A. Le Mo & Co.

Hopewell Plantation, April 12, 1864.

J. T. SIMMONS.

I, the undersigned, do certify on honor, that on the 8th day of April, 1864, 830 bal of cotton, marked Simmons, and Tatum & Simmons, bought by Jules Le More, on t half of G. A. Le More & Co., of Havre, France, were taken, on my plantation, by Federal transport of the Federal fleet, commanded by Captain Foster, and refused give a receipt for the same.

Hopewell Plantation, April 16, 1864.

J. T. SIMMONS

MONROE, LA., *April* 24, 1864.

I certify that the signature of John T. Simmons to the within is genuine.

In testimony whereof I hereunto sign my name and affix my seal of office this 2- of April, 1864.

CHAS. DEHERY,
Recorder and ex-officio Notary Public

Pour copie conform a l'original depose dans les archives de ce consulat par J Jules Le More, sujet Francais agissant en sa qualite d'agent de la raison commerc Francaise G. A. Le More & Co., du Havre.

Le Gerant du consulat:

[SEAL.] FANCONNET.

Nouvelle Orleans, 6 Mai, 1864.

No. d'ordre 2,247; art. 63 du tarif; 8 francs solvit.

GEO. P. BOWEN, *Clerk.*

Filed December 14, 1864.

[Translation.]

A copy of the original placed in the archives of this consulate by Mons. Jules I More, French subject, acting in his position of agent for the French commercial fi of G. A. Le More & Co., of Havre.

New Orleans, 6 May, 1864.

The acting consul:

[SEAL.] FANCONNET.

No. of order, 2,247; article 63 of tariff; 8 france solvit.

Exhibit F, referred to in deposition of Jules Le More.

STATE OF LOUISIANA,
Parish of Orleans:

Before me, Edmund Meunier, 3d justice of the peace for the parish of Orleans, p sonally came and appeared—

First. Auguste Nicolas Rauxet, baker, residing at Monroe, parish of Ouachi (State of Louisiana); 2d. Theophila Duffard, butcher, residing at Monroe, parish Ouachita (Louisiana), who being duly sworn according to law, declared and said:

First. That they are French subjects, and have taken the oath required by Gener Order No. 41.

Second. That they were at Monroe, parish of Ouachita (State of Louisiana), February and March, 1864; that they met there Mr. Jules Le More, agent of the fi of G. A. Le More & Co., of Havre, France; that in the first days of the month March, 1864, they were told that Mr. Jules Le More, acting in and for the account the firm of G. A. Le More & Co., of Havre, had become proprietor of two lots of c ton, comprising 1,153 bales.

Third. That Mr. Jules Le More caused to be transported on the Lazarre plantatio by Waddell, David Hassley, and Byrne, all citizens of the town of Monroe, 323 bal of cotton, stored in various places, and 830 bales on the Simmons plantation, or rath on the Ouachita River, at the landing of the said plantation, by John Pargoud and Weintzell.

Fourth. Three hundred and twenty-three bales were marked L. M., 830 were marked Tatum & Simmons.

Fifth. That it is these 1,153 bales of cotton transported and designated, which on the 8th and 10th of April, 1864, were taken by order of Commandant Foster, and loaded on board the transports following the Lafayette.

Sixth. That during their sojourn at Monroe they heard a great number of persons talking about these cottons, and that the house of G. A. Le More had always been mentioned as the proprietor of these 1,153 bales of cotton, and that no other name or person was ever mentioned.

Seventh. Auguste Rauxet declares, personally, that he was charged by Messrs. John Pargoud & Weintzell to receive of Mr. Jules Le More the price of the transportation of 830 cotton bales, placed on the Simmons plantation or at its landing, and that for the drayage he received $1 per bale in United States treasury notes, or $830 for the said 830 cotton bales.

Mr. Theophile Duffard confirms what has been declared by Mr. Auguste Rauxet, of the payment made to Messrs. Pargoud & Weintzell.

A. RAUXET.
T. DUFFARD.

Sworn to and subscribed before me on the 12th August, 1864.

ED. MEUNIER, 3 J. P.

STATE OF LOUISIANA,
Executive Department:

By J. Madison Wells, lieutenant governor, and acting for Michael Hahn, governor of the said State. To all who shall see these presents greeting:

Know ye, that the certificates of oath to the instrument of writing hereto annexed, is in due form and made by the proper officer, and that Ed. Meunier, whose name is subscribed thereto, was, at the time of subscribing the same, and now is, third justice of the peace, in and for the parish of Orleans, city of New Orleans, duly appointed and commissioned; and full faith and credit are due and ought to be given to his official acts accordingly.

Given under my hand and seal of the State, at the city of New Orleans, this 12th day of August, in the year of our Lord one thousand eight hundred and sixty-four, and of the independence of the United States of America the eighty-ninth

[L. S.] J. MADISON WELLS,
Lieutenant and Acting Governor.

By the governor:
S. WROTNOWSKI, *Secretary of State.*

Filed December 14, 1864.

GEO. P. BOWEN, *Clerk.*

Deposition of John Martial Lafeyre, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public and special commissioner, at his office in the city of New Orleans, La., on the 28th day of November, A. D. 1864.

Int. 1. State your name, occupation and residence.—A. My name is John Martial Lafeyre; I am president of the Louisiana State Bank, and I reside in New Orleans.

Int. 2. State what connection, if any, you had with the Louisiana State Bank of New Orleans.—A. I am the president of said bank.

Int. 3. State whether you are well acquainted with the dealings of said bank in cotton.—A. Yes, sir.

Int. 4. State whether ever, to your knowledge, said bank ever sold any cotton on the Simmons plantation, on the Ouachita River; if so, to whom, and when and by whom was it delivered?—A. About the month of March, 1864, among other lots of cotton, 935 bales, lying on the plantation of J. T. Simmons, were sold by the bank through their agent, John A. Stevenson, to A. D. Grieff and E. Zunts. No delivery of the cotton was made to them, as they were expected to take it themselves on the spot.

Int. 5. State whether or not said bank did or did not abandon all claim to cotton on the Ouachita River, and in lieu thereof claim cotton on Red River; and when said abandonment of cotton on Ouachita River was made by said bank; and whether such abandonment by said bank was at any time contemplated.—A. The agent of the bank, John A. Stevenson, abandoned the claim to the Ouachita cotton several months after the lot on the Simmons plantation was seized.

Cross-interrogatory in behalf of Withenbury and Doyle:

Cross-int. 1. If you answer the fourth direct interrogatory, that the bank did not sell any cotton on the Simmons plantation, please state fully what cotton it was, how marked, from what source purchased, and append the original source of title. State all the circumstances of the purchase. If it was sold, to whom sold, and for what con-

sideration, and was the consideration paid, and in what was it paid; state the circumstances minutely; state the circumstances of any delivery that was made of the cotton, who was present, how was it delivered, to whom and by whom, and what sort of delivery was it. Were you present, and what agency had you in the premises, and what did you do in reference to the delivery?—A. I do not know what cotton it was, nor how it was marked; it was purchased from the Confederate Government in exchange for other cotton. From whom the Confederate Government bought it I do not know. It was sold, as before stated, by the bank to A. D. Grieff and J. E. Zunts, at the price of 30 cents per pound, free of all charges and duties, they binding themselves to take possession of it and bring it to this city. No other kind of delivery was made.

Cross-int. 2. If you answer the fifth direct interrogatory in the affirmative, that the State Bank of Louisiana did abandon all claim to cotton on the Ouachita River, will you please state what title it had to the cotton on that river, whence it derived its title, and append to your answer copies of all papers in anywise connected with such title. You will please, likewise, state what cotton is referred to on said river, and what cotton is referred to on Red River, and from whence said bank, if they had any, derived its title thereto. If there was an abandonment, state why it was abandoned, and at whose instance and for what reason. You will please, also, say what connection, if any, one John A. Stevenson had with said bank's cotton in Louisiana. If you answer that he was said bank's agent, please append any written evidence you may have, or said bank may have, of his agency; also the originals or copies of all letters written by him to you or said bank in reference to said cotton, or any of it, or any other cotton which he was controlling for the bank, in any manner, but more particularly the letter of said Stevenson to you individually or as president of said bank, or otherwise, dated 28th May, 1864, a copy of which is here shown you, and which is in the words and following:

SHREVEPORT, *May* 28, 1864.

J. M. LAFEYRE, Esq.:

DEAR SIR: I have written you several times, but my letters may not have reached you. I have been so exercised of late by events of late that I hardly know which end I stand on. I have lost more by burning than I at first thought, perhaps 3,000 bales. I have canceled my trade with the parties out here, and now have charge of my original cotton. I, of course, can do nothing but take care of it. No cotton will be allowed to go out of these lines till the war ends. Permits are all canceled. Had the authorities on our side acted promptly the results would have been different.

JOHN H. STEVENSON.
J. M. LAFEYRE.

A true copy.

State what connection said Stevenson had with the so-called Government of the Confederate States of America, in furnishing it aid and comfort, either by his personal services or his means. What connection had he with the construction of the ram Manassas, or with furnishing means to aid in its construction?

A. John A. Stevenson, by authority of General Butler and General Shepley, in conjunction with the late J. J. Green, were sent out into the Confederacy in the month of October or November, 1862, with one million of dollars in Confederate money, belonging to the State of Louisiana and to the State Bank of Louisiana, with a view to have the money invested in cotton. The money was invested on the Red River district. After the cotton was bought and stored, a proposition was made, in August, 1863, by John A. Stevenson (Green having died already), to the Confederate authorities to have his cotton exchanged against Government cotton on the Ouachita River, provided the Confederate Government would allow said cotton to be brought into the Federal lines, and with the proviso, also, that should he not be able to take possession of the cotton on the Ouachita, he would have the right to reclaim his original cotton. The proposition was accepted by the Confederate authorities, and in the hopes of reaching the cotton on the Ouachita, the bank sold it to Grieff & Zunts. Among the list of cotton thus obtained from the Confederate authorities were the 935 bales on the plantation of J. T. Simmons. The bank has taken no action on the abandonment by Stevenson of the cotton on the Ouachita, and about 3,000 bales of our Red River cotton having been burned, as we suppose, by the Confederates, we lay claim to an equal amount on the Ouachita. The original papers concerning this transaction have all been in the hands of the military authorities here, and are now in the possession of John A. Stevenson. Said Stevenson has acted through the whole business as agent of the Louisiana State Bank, but no written authority to that effect exists, because it was deemed advisable that he should not assume that capacity in the Confederacy. The reason why the abandonment of the Ouachita cotton was made by the agent is that he lost all hopes of getting possession of it. In reference to the letter annexed to the *interrogatory*, it is a true copy, except that the word "our" in the last paragraph *ought to* be "your," meaning the military authorities in New Orleans.

e other letter, and only one, from Stevenson, of which I annex a copy,
As to Stevenson's connection with the Confederate Government, and of
am Manassas, I have no further knowledge than the general belief that
promoter of that ram.
. 3. Please say, if you know, to what John A. Stevenson refers in his letter
ed where he says, "I have canceled my trade with the parties out here,"
party does he refer to, and what was the trade that he refers to?
ird cross-interrogatory he answers and says: The meaning of the phrase-
oyed in the letter of John A. Stevenson, I understand to be, that he has
e original exchange of cotton with the Confederate authorities.
cember 14, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit L, referred to in deposition of John M. Lafeyre.

SHREVEPORT, LA., *October* 4, 1864.

YRE, Esq.:
t: I have much I would like to communicate regarding our business, that
rest you and the directory. Suffice it to say that all the expectations and
ts made or attempted while in the city were of no avail, and no beneficial
ither party could arrive by an effort to carry out any portion of them *out*,
rn which military affairs took.
n could have been gotten out under them, and therefore did not hesitate to
le I could my contract with the parties out here. So far I am getting on
and have busied myself in taking care of my cotton. Some, I previously
ou, had been burned, and I have had some actually stolen and hauled away.
t, or may not.
ernment here is requiring the cotton. Large quantities are being trans-
Mexico, and from my stand-point, if the war goes on one more year, it will
hall do my best to keep my cotton to the last, trusting to some favorable
favor. The papers referred to in my last, and which I promised to send
not been able to procure. You can rest assured I will do the best I can,
ends, I fear, upon the continuance of the war. You will have to furnish
eans to my family to get along on from time to time as required. Give my
ts to the directory.
ectfully yours,

JNO. A. STEPHENSON.

py.

J. M. LAFEYRE.

cember 14, 1864.

GEO. P. BOWEN, *Clerk.*

of Jules Le More, in behalf of G. A. Le More & Co., taken before John N.
justice of the peace, at his office at Decatur, in Macon County, Illinois, on
day of September, A. D. 1864.

. 1. State your age, residence, and occupation.—Answer. I am thirty-five
I am a citizen of France; I am a commission merchant and agent of G. A.
Co., of Havre, France.
ve you ever purchased any cotton, as agent of said firm, and for them? If
hen, where, and how much.—A. I purchased a certain quantity for said
g which, 323 bales near Monroe on the Ouachita River. I bought it and
on the 1st of March, A. D. 1864.
om whom did you purchase said 323 bales of cotton, and how much did you
and in what kind of funds?—A. I bought 59 bales, marked A. Lazare, from
himself, a planter living one mile from Monroe, on said river. I paid him at
$160 per bale in United States Treasury notes; and 264 bales from John
who is a French citizen, who resides temporarily on the Pargoud planta-
Monroe, La., and paid him at the rate of $160 per bale in the same cur-

you know where raised, and who raised said cotton?—A. The 59 bales were
Mr. A. Lazare on his plantation aforesaid, and the other by different planters
hborhood, who raised the same on their respective plantations.
om whom did John Pargoud purchase the said 264 bales of cotton?—A. From
lanters.
l you obtain possession of said 323 bales of cotton, or place any marks on
—A. I did obtain possession of said cotton, and marked it myself with the
f., part in red and part in black. The letters L. M. stand for Le More,
nark of G. A. Le More & Co.

Q. 7. Do you know what became of said 323 bales of cotton?—A. They were take on the 10th day of April, A. D. 1864, from the place where I had it placed on the ban of the river by me, by the gunboat commanded by Captain Foster, and put on boar a transport by United States sailors. I was present when the cotton was taken.

Q. 8. Describe the exact place from which the gunboat took the cotton.—A. It wa taken from the plantation of Lazare, outside of the inclosure, on the bank of th river, where I had placed it for the purpose of shipping to New Orleans.

Q. 9. On whose account and for whom did you purchase said cotton?—A. I pu chased it for the firm of G. A. Le More & Co., of Havre, France, as their agent, an in pursuance of authority from them.

Q. 10. Did you ask or obtain a receipt for said cotton from the commandant of th gunboat?—A. I went first to the captain of the transport, when I saw his boat ta ing the cotton, and he told me I would have to see Captain Foster. I went the Captain Foster, and he refused to give me a receipt; he said he acted under ord from Admiral Porter, and was directed to take all cotton he could find, whethe belonged to foreigners or residents, and said he had no receipt to give, and sh not give any. I told Captain Foster that there were 323 bales of cotton he had ta at that place, as I had counted them myself. He said that only 309 bales were ported to him as taken at that place. He said he would send the cotton to New O leans.

Q. 11. Had you, as agent of said firm, taken any steps to have said cotton shipped to New Orleans?—A. I had sent a messenger a week previous to New Orleans with letters to A. Miltenberger, a commission merchant in New Orleans, requesting him to obtain the necessary permits from the Federal authorities there to have the cotton shipped to New Orleans; before he returned the cotton was taken by the gunboat as stated above.

Cross-interrogatories in behalf of the United States:

Q. 1. What interest have you in the result of this case?—A. I was paid only as agent; I have no interest.

Q. 2. How long have you been a resident of Louisiana?—A. I arrived in Louisiana in 1847; been living in New Orleans all the time; I was in habit of going to Europe frequently; my house was in New Orleans.

Q. 3. How far is Lazare's plantation from mouth of Ouachita River?—A. I don't know how far; it is near Monroe.

Q. 4. How long had you been in or near Monroe before the cotton was seized?—A. About six weeks.

Q. 5. What relation do you sustain towards the claimant in this case?—A. I am a brother of the members of the firm.

Q. 6. How long had you been acting as the agent of the claimants?—A. Had been acting as their agent about six months.

Q. 7. For whom did you do business before the time you became the agent of claimants?—A. I was doing business for myself, in the city of New Orleans, buying tobacco and cotton, &c. I bought tobacco as a partner of a firm that bought for the French Government.

Q. 8. Are you a man of means, and did you have sufficient money to carry on business for yourself at the time you swear you bought cotton for claimants?—A. I am worth $40,000 or $50,000; I had no means to purchase cotton for myself when I bought for claimants.

Q. 9. In what does your $40,000 or $50,000 consist, or in what shape was it when you bought cotton, March 1, 1864?—A. In promissory notes of men in New Orleans.

Q. 10. When was the first time you bought cotton for claimants?—A. In February last. The claimants are my brother and sister; live at Havre, France.

Q. 11. When were you in France the last time before you bought cotton?—A. It will be three years in January next that I left France.

Q. 12. When did you become agent of claimants?—A. About six months before purchase of cotton, by letter from them.

Q. 13. How long have Lazare and Pargoud lived at the place you purchased cotton in Louisiana?—A. Lazare, I think, has lived twenty years; don't know exactly how long Pargoud may have lived there—two or three years.

Q. 14. From whom, and where, did you get the money that you paid for cotton?—A. I got part of the money from Webber & Co., San Antonio; part from Mr. Tertron, in Mexico, by letters of credit of the claimants.

Q. 15. Do you know Byron Wilson, Lieut. Commander J. S. Watson, William Harris?—A. I don't know any of them.

Q. 16. Did the claimants have any business transaction with the so-called Confederate Government, in which they purchased cotton?—A. No, never; they had never been in this country.

Q. 17. What did you say, if anything, at the time the cotton was seized, about it having been paid for in gold at 20 cents per pound?—A. I never said such a thing.

Q. 18. Where does Webber & Co. and Tertrou live or do business?—A. Webber lives in Mexico; Tertrou in Mexico also.

Q. 19. Is it not true that when you went up to where cotton was bought that the country was then in possession and under control of the rebels?—A. It was under control and in possession of the so called Confederate States.

Q. 20. How many forts, or rebel batteries, had the gun boats to overcome before they got where the cotton was? State if you know.—A. No forts that I know of, and no batteries. The boats came up Ouachita without resistance.

Q. 21. What compensation were claimants to give you? and is not your compensation dependent on the result of this claim?—A. They were to give me a compensation of 5 per cent. on the purchases. I have been paid my commission.

Filed September 22, 1864.

GEO. P. BOWEN, *Clerk.*

Deposition of Jules Le More, in behalf of G. A. Le More & Co., taken before Frederick Multrou, notary public and special commissioner, at No. 16 Exchange Place, New York, on the 31st day of December, A. D. 1864.

Int. 1. State your age, residence, and occupation.—A. My name is Jules Le More. I am thirty-five years old. I am a French citizen, temporarily in New York, and agent of G. A. Le More & Co.

Int. 2. Are you acquainted with the firm of G. A. Le More & Co., of Havre, France?—A. I am, from the fact that I am their agent.

Int. 3. If so, state how long you have been acquainted with said firm, and whether you have ever had any business transactions with it, and what have been your means of knowing the past business transactions of said firm.—A. I am acquainted with the individual members of said firm since I was born, they being my brother, Gustave A. Le More, and my sister, Leontine Le More. I am acquainted with the firm since its formation in 1852. I never had, individually, business transactions before being their agent, but I know all their transactions in America from the time of my agency.

Int. 4. State what connection, if any, you have had or may now have with said firm.—A. I am their agent whenever any transaction is to be acted upon in this country; I have none at present, and have had none since that cotton transaction.

Int. 5. State, if you know, who composed said firm about the months of March and April, 1864, and where said persons reside and have resided.—A. I have answered in third interrogatory, and now repeat, that in March and April, 1864, the members were Gustave A. Le More and Leontine Le More. They reside and have always resided in Havre, France.

Int. 6. State what you know, if anything, with regard to the cotton transactions of said firm.—A. I purchased a certain quantity of cotton for said firm, among which 323 bales, one mile from Monroe, on the Ouachita River, and 830 bales about 25 miles from Monroe. I bought it and paid for it on the 1st day of March, 1864. The 323 bales were seized on the 10th of April, at the landing of A. Lazare's plantation, by a transport of Commander Foster's expedition. The 830 bales were seized on the 8th and 9th of April, 1864, at the landing of Simmons's plantation, by transports of Commander Foster's expedition. For further particulars I refer to my deposition taken on the 14th of September, 1864, at Decatur, Ill., for the 323 bales, and to my deposition taken on the 28th of November, 1864, at New Orleans, for the 830 bales of cotton.

Int. 7. Do you know whether said firm ever purchased cotton of the so-called Confederate Government? If so, what do you know of the consideration, if any, given said Confederate Government, therefor?—A. They never purchased any cotton from the so-called Confederate Government.

Int. 8. If said firm had ever furnished gray cloth or other military supplies to the said Confederate Government, or any of its agents, officers, or employés, would you be likely to know it? Did said firm ever, to your knowledge, furnish gray cloth or other articles contraband of war, to said Confederate Government, in exchange for cotton?—A. I would have known it, and said firm never did sell or furnish gray cloths or other articles contraband of war, or other military supplies, to the said Confederate Government, or any of its agents, officers, or employés, in exchange for cotton.

Int. 9. Are you acquainted with the firm of Ed. Gantherin & Co., of New Orleans? If so, state whether said firm, to your knowledge, ever furnished any gray cloth to the Confederate Government. State all you may know in reference to this matter.—A. I was a partner of said firm up to its dissolution, which took place in December, 1862. In July, 1861, the said firm sold some gray cloth to the so-called Confederate Government, and was paid in full $405,000 in gold, in New Orleans, by Mr. J. B. De Bow, through the bank of New Orleans.

Int. 10. State whether you have been examined as a witness heretofore in the two cases in which G. A. Le More & Co. are intervening claimants for 830 and 333 bales of cotton, said suit being now pending in the United States district court for the southern district of Illinois.—A. I was interrogated in September last for 323 bales,

at Decatur, Ill., and in November last for 830 bales, at New Orleans, La. I have never given any other testimony before in this matter.

Int. 11. State what, if any, conversation you had with Capt. J. P. Foster, the naval commander of the expedition up the Onachita River, in April last, in reference to the cotton claimed by G. A. Le More & Co.—A. I had but one conversation with Commander Foster, and here I annex a document, marked A, which is a true and faithful narrative of my interview with him, which I swear before men and before God to contain the whole truth and nothing but the truth.

Int. 12. What was said, if anything, in regard to gray cloth being furnished to the Confederate Government? State, as far as you can recollect, all the conversations you had with Captain Foster on this subject?—A. The narrative of my interview with Commander Foster, annexed to these interrogatories, includes all that I can answer to this question.

Int. 13. What admissions, if any, did you make to Captain Foster, with regard to such gray cloth; and did you sign and swear to any written statement at the instance and request of Captain Foster?—A. I refer again for this question to the narrative of my interview with Commander Foster, annexed to these interrogatories, and I repeat that G. A. Le More & Co. having never sold or furnished gray cloth or other military articles to the so-called Confederate Government in exchange for cotton, I never could admit nor could admit anything to Commander Foster, or to any person, which might in any manner, be interpreted as a confession of the trade or exchange by the said firm with the said so-called Confederate Government. There could not be, on my part, an admission of what had never existed, consequently I never signed nor swore to any statement, affidavit, or acknowledgment, and I defy the said Commander Foster, or *anybody else, to bring in court such a document signed by me.*

Cross-interrogatories in behalf of the United States:

Q. 1. Can you state, of your own knowledge, that the agents of G. A. Le More never purchased any cotton of persons called rebels, or persons in sympathy with the so-called Confederate Government?—A. As nobody but myself had the right or power to make any purchases of cotton, I can state that said firm never purchased any cotton of persons called rebels. As for those having sympathy for the so-called Confederate Government, when making purchases I never inquired from them what was their sympathy for.

Q. 2. Were said agents instructed not to purchase cotton of persons disloyal to the United States Government, or did said agents make it a part of purchases to buy only of loyal persons; if either, or both, state the facts fully?—A. My instructions were to stay on the strictest neutrality, and to do nothing against the formalities required by the United States Government; and, to prevent any trouble or difficulty, I complied with my instructons, and bought cotton for G. A. Le More & Co. from foreigners.

Q. 3. Have you examined to learn, and do you know, what articles are contraband of war? Have you, or the agents of G. A. Le More & Co. or Ed. Gantherin & Co., ever been instructed on that subject; if so, state the facts fully?—A. I never examined to learn or to know what articles are contraband of war, as agent of G. A. Le More & Co. I had no motive to be instructed on that subject. Whilst a partner of Ed. Gantherin & Co. I inquired once in France, in 1861, if cloth was contraband of war, and I was informed that it was not.

Q. 4. What articles of any kind did G. A. Le More & Co., or Ed. Gentherin & Co., or their agents, or any or all of them, furnish to the so-called Confederate Government, or to persons in sympathy therewith, either in exchange for cotton, for money, or in any other manner, during the transactions you testify about?—A. G. A. Le More & Co. never furnished anything to the so-called Confederate Government. The firm Ed. Gantherin & Co., which was dissolved in December, 1862, furnished some cloth, and nothing else, in 1861, and received $405,000 in specie, in full payment for the same.

Additional cross-interrogatories in behalf of the United States:

Q. 1. Did you not have some conversation with Capt. James P. Foster before you knew whom you were conversing with?—A. I never saw Commander Foster but once, and I knew very well with whom I was conversing from the fact I had sent my card to him, and that he came himself immediately.

Q. 2. Did you state to James P. Foster that you was looking for Captain Foster, to get a receipt for cotton, so you could take it, the cotton, to New Orleans; if not, what did you say to him on that subject?—A. When in presence of Commander Foster I told him I was calling upon him to get a receipt for the cotton he had seized on Lazarre plantation, and belonging to G. A. Le More & Co. If more information were necessary on this question I would refer to the true and faithful narrative of my only interviews with Commander Foster, marked A, and annexed.

Q. 3. Did Captain Foster, in presence of his officers, read to you a written statement of what you said in said conversation, and ask you of its correctness; or did you make any statement about cotton to him that was written down? If so, did

you say it was correct, or what did you say to him on that subject?—A. He read to me in presence of some officers a written statement that he had dictated himself to his secretary, and I protested against it as not being correct. I never made nor gave him any written statement, and what he read was all dictated by him, and written down by his secretary, putting in my mouth admissions and statements I had never made, and against which I protested at the very moment, as being incorrect.

Q. 4. Who and how many persons were present during said conversation with Captain Foster, and when was attention first called to said conversation, afterwards, and by whom?—A. In the beginning of my interviews with Commander Foster, myself being alongside of the gunboat Choctaw, in a small boat, and Commander Foster being on the deck of the gunboat, every one, crew or officers, was able to listen to our conversation; and I cannot say how many were present; but when on board the Lafayette, when we came together, the last part of interviews took place in presence of a gentleman acting as secretary, and three persons whom I supposed officers from their uniforms. From the very moment I had that interview with Commander Foster, his conversation remained impressed in my mind, and nobody has had afterwards to call my attention to said conversation. It is easy to understand that the interests at stake were of such an importance as to keep in my memory every particular of the event. I will add that the sort of threat of Commander Foster that he would do all in his power to prevent the restitution of the cotton of G. A. Le More & Co. was a strong warning to keep in my mind a good record of facts and words.

Q. 5. Did you at the time, or have you since, made any written memorandum of said conversation? If so, when, where, and under what circumstances? And annex the same to your answer.—A. For the first time, a fortnight ago, I made in New York a written memorandum and faithful narrative of said interview, for the use of the lawyers of G. A. Le More & Co., when I heard of the deposition of Commander Foster, affirming under oath that I had signed and sworn to an affidavit which, I repeat, I defy him or any anybody else to bring in court. The memorandum referred to is the document marked A and annexed to my deposition in chief.

Filed January 5, 1864.

GEO. P. BOWEN, *Clerk.*

t A, referred to in deposition of Jules Le More.—Narrative of my interview with Commander Foster.

On Monday, 11th of April, 1864, at about 10 o'clock a. m., I presented myself on board the gunboat Lafayette, and called for Commander Foster. The officer of the day answered me that Commander Foster was at that time on board the gunboat Choctaw, and that if I was anxious to see him I must go on board said gunboat. I went immediately alongside the Choctaw, and sent my card to Commander Foster, waiting in the small boat which had brought me there. Commander Foster came on deck of the Choctaw, and the following conversation took place between us, Commander Foster being on the deck of the Choctaw, and myself being in the small boat

By Commander FOSTER:

Q. You are Mr. Le More? What do you want?—A. Yes, sir; I came to ask of you a receipt for the 323 bales of cotton which you have taken yesterday on Lazarre's plantation, and which belongs to the French firm of G. A. Le More & Co., of Havre, of which I am the agent.

Q. No, sir; I will not give you any receipt. Oh! you wish to claim the protection of your government as French subject. You can do so; I don't care. But I have not to consider if the cotton belongs to foreigners, loyals, or rebels; my orders are to take all the cottons I may find. What do you want a receipt for?—A. I want a receipt to prove to the owners of the cotton, G. A. Le More & Co., what has become of their property.

Q. I shall not give you any. Do you suppose I do not know you, Mr. Le More? You have sold goods to the Confederacy.—A. Yes, sir. The firm Ed. Gantherin & Co., of which I was a partner, sold some cloth to the Confederacy in 1861; but the cottons, for which I am now claiming a receipt for G. A. Le More & Co., have nothing to do with said firm of Ed. Gantherin & Co., nor with the Confederacy; and I have bought those cottons and paid for them in money. Besides, that the transaction of gray cloth you are speaking of has already been decided in Washington long ago. I have also sent, ten days ago, a messenger to New Orleans, with instruction to have all the formalities required by the Federal Government fulfilled, by Mr. Aristide Miltenberger, of said city, instructing my messenger, when reaching the Federal lines at Vidalia, to communicate to the Federal authorities the documents he was intrusted with by me for New Orleans, in order to have said cotton shipped to said city.

Q. I don't care when you did sell those cloths, in 1770 or in 1861; and turning around and addressing himself to some officers he said: You see, gentlemen, he ac-

knowledges to have sold cloths for those cottons. I emphatically denied the fa but he insisted on repeating that I had sold the cloths for cotton.

Then he said again to me, "You will have to go to Washington, and I know you w do what you can to get back those cottons, but as for myself I will do my best to p vent it. I don't know why foreigners or neutrals should have a right to make lar amounts of money in cotton when I could not myself make $50,000 in the same w Now you can leave, as I will not give you a receipt." I asked him then if the cott was to be sent to New Orleans, and he told me yes. Then, as it was more conveni for me to go ashore on the little tug, on board of which he was going himself, I asl him to allow me to go on board the same tug, to which he very kindly gave his c sent. When arrived alongside of the Lafayette, and when he had already told good-bye, he called me back again on his own gunboat, the Lafayette, and then there told me to wait till his secretary had written an affidavit, which he cau to be signed, not by me, but by some of his own officers. When he dictated said davit I solemnly protested, in his presence and in the presence of those who there at the time, against the statements which he caused to be written under his dictation, requesting him at the same time to state I had paid for said cotton in mo He then showed me certain books, telling me to read and examine them, and th should see that I had no right to buy.

Immediately after that, Commander Foster offered me to take a glass of brandy and water, which I took with him and three of his officers. Then he told me: "Mr. Le More, please excuse me, but I must go ashore; you may stay here as long as you please, and make yourself at home." He left, and from that very moment I never saw nor spoke with Commander James P. Foster. A short time after I went ashore on board a boat of the gunboat.

Not a single word passed between us with regard to the 830 bales of cotton on Simmons's plantation. Of the seizure of it I was at the time unaware. This is a true and faithful narrative of my interview with Commander James P. Foster, and of course I need not add that the affidavit mentioned by him as having been signed by me and given to him by me has never existed with my signature upon it; and I defy him or anybody else to produce any such document in court; and I further solemnly declare that nothing but what is above stated ever took place between Commander James P. Foster and myself.

JULES LE MORE.

Filed January 5, 1865.

GEO. P. BOWEN,
Clerk.

Deposition of Alfred Le More, in behalf of G. A. Le More & Co., taken before Frederick Anthon, notary public and special commissioner, at No. 16 Exchange Place, New York, on the 31st day of December, A. D. 1864.

Int. 1. State your age, residence, and occupation.—A. I am forty-six years old; French citizen; merchant; I reside in Paris, France, and temporarily in New York.

Int. 2. Are you acquainted with the firm of G. A. Le More & Co., of Havre, France?—A. I am.

Int. 3. If so, state how long you have been acquainted with said firm, and whether you have ever had any business transactions with it, and what have been your means of knowing the past business transactions of said firm.—A. I have been acquainted with said firm over ten years. I had regular commercial transactions with it when I was a merchant in New Orleans, previous to the actual American war, and I was well posted to know their commercial intercourse with America.

Int. 4. State what connections, if any, you now have had, or may now have, with said firm.—A. I have no actual connection with said firm, save that I have received a general power of attorney from them to represent them in the present case now pending in the United States district court of Illinois, sitting in Springfield, respecting 830 bales of cotton and 323 bales of cotton.

Int. 5. State, if you know, who composed said firm about the months of March and April, 1864, and where said persons reside and have resided.—A. The firm was then and is now composed of Gustave Le More and Leontine Le More, both residing and having always resided in Havre, France.

Int. 6. State what you may know, if anything, with regard to the cotton transactions of said firm.—A. When I was in France I knew that the firm of G. A. Le More & Co. sent orders to their agent, Jules Le More, for purchasing cotton, which cotton has since been bought by him, and I came over from France in August last, with Gustave Le More, of said firm, to assist him in recovering the said cotton, or its proceeds, after his firm has been apprised of its seizure. I came for this special business, and I know individually of my own knowledge of no other cotton transaction.

Int. 7. Do you know whether said firm ever purchased any cotton of the so-called Confederate Government? If so, what do you know of the consideration, if any, given said Confederate Government therefor?—A. I know the said firm never pur-

chased any cotton from the so-called Confederate Government, and, of course, never gave anything in consideration or exchange of cotton. This knowledge comes from the fact that G. A. Le More, the principal member of said firm, is my own brother, and although I had no interest in his transactions, yet he and I being always together for over one year, I knew much of his business.

Int. 8. If said firm had ever furnished gray cloth or any other military supplies to the said Confederate Government, or any of its agents, officers, or employés, would be likely to know it? Did said firm ever, to your knowledge, furnish gray cloth or other articles contraband of war to said Confederate Government in exchange for cotton?—A. I repeat that said firm never furnished any gray cloth or other military supplies to the said Confederate Government, or any of its agents, officers, or employés, and that if such transaction had taken place I would have known it.

Int. 9. Are you acquainted with the firm of Ed. Gantherin & Co., of New Orleans? If so, state whether said firm, to your knowledge, ever furnished any gray cloth to the Confederate Government. State all you may know in reference to this matter.—A. I am. I was a partner of said firm for two years previous to its dissolution, which took place in December, 1862. Said firm entered, in 1861, in a gray cloth transaction with the so-called Confederate Government, and received a settlement for it in full in the city of New Orleans during the first fortnight of April, 1862, and about a fortnight before the surrender of New Orleans to Admiral Farragut. The payment was made in gold and amounted to $405,000.

Cross-interrogatories in behalf of the United States:

Q. 1. Can you state of your own knowledge that the agents of G. A. Le More & Co. never purchased any cotton of persons called rebels or persons in sympathy with the so-called Confederate Government?—A. I had been in France some time when Jules Le More, agent of G. A. Le More & Co., bought cotton for said firm. I had no interest in it, but I recollect having heard from G. A. Le More that he had bought from some foreigners the cotton in Upper Louisiana, which I am testifying to. It never occurred to me to inquire of their political sympathy or antipathy, and even if I had inquired my brother, G. A. Le More, could not have informed me on the subject.

Q. 2. Were said agents instructed not to purchase cotton of persons disloyal to the United States Government, or did said agents make it a part of purchases to buy only of loyal persons? If either or both, state the facts fully.—A. I never heard or inquired what special or particular instructions the said firm had given to their agents for the purchase of the cotton from loyal or disloyal persons, but my judgment tells me that G. A. Le More & Co., in their own interest, could not certainly instruct their agents to do anything that might bring them in difficulty with the United States.

Q. 3. Have you examined to learn, and do you know, what articles are contraband of war? Have you or the agents of G. A. Le More & Co., or Ed. Gantherin & Co., ever been instructed on that subject? If so, state the facts fully.—A. When I was a partner of the firm of Ed. Gantherin & Co., and when the gray cloth transaction took place, in the year 1861, I knew, or honestly believed, such article was not then contraband of war. G. A. Le More & Co., having never imported or entered, nor intended to import or enter, any article or goods of any kind whatever, in the States, loyal or in rebellion, have never, most assuredly, troubled their mind on the subject of inquiring what articles were or were not contraband of war.

Q. 4. What articles, of any kind, did G. A. Le More & Co., or Ed. Gantherin & Co., or their agents, or any or all of them, furnish to the so-called Confederate Government, or to persons in sympathy therewith, either in exchange for cotton, for money, or in any other manner, during the transaction you testify about?—A. I repeat again that I am certain that G. A. Le More & Co., of Havre, never furnished any article of any kind to the so-called Confederate Government, or to persons in sympathy with it, either in exchange for cotton, for money, or in any other manner. As to the firm of Ed. Gantherin & Co., of New Orleans, now dissolved for the last two years, as it has already been said, they never had but one single transaction with the so-called Confederate Government, and it is the gray cloth transaction already referred to, which took place in 1861-1862, and for which they received $405,000 in gold, in full payment.

Filed January 5, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Edward Gantherin, in behalf of G. A. Le More & Co., taken before William Henry Anthon, special commissioner, at his office in the city of New York, on the 21st day of July, A. D. 1865.

Int. 1. State your age and residence, and your occupation during the past four years.—A. I am 36 years old; my residence is in the city of Mexico, San Juan de Letran street, but am stopping in the city of New York for a short time. I was the senior partner in the firm of Ed. Gantherin & Co., of New Orleans, until the dissolution of

said firm in December, 1862; since then I retired from commercial business, and was engaged in forming the Mexican Steamship Company, known as the Mensagerias Imperiales Mexicanas, of which I am at present the director general.

Int. 2. If you state that you were a member of the firm of Ed. Gantherin & Co., New Orleans, please state who were the members of said firm in 1861 and 1862; whether said firm had any connection with the firm of G. A. Le More & Co., of Havre, France. Whether you have now, or have had any interest in said firm. Whether said firm G. A. Le More & Co. have ever had any business transactions with the so-called Confederate States of America, through your firm or otherwise, or with any of its agents or employés; and also state what transactions your firm may have had with said Confederate Government, its officers or agents. State all you may know on that subject.—A. In the years 1861 and 1862 the only members of the firm of Ed. Gantherin & Co. were myself, Jules Le More, and Alfred Le More. Said firm of Ed. Gantherin & Co. never had any connection with the firm of G A. Le More & Co., of Havre, and I never had, nor have now, any interest in said firm of G. A. Le More & Co. The firm of G. A. Le More & Co. never had any business transactions of any kind through my firm, nor otherwise, to the best of my knowledge, with the so-called Confederate Government, its officers or agents. Ed. Gantherin & Co. had but one single transaction (commercial) with the so-called Confederate Government. It was a gray cloth transaction in July, 1861, which was paid for in the last part of April, 1862, in the city of New Orleans.

Int. 3. State whatever else you may know of material interest to any of the parties, opposing claimants, or the Government and captors, in this suit.—A. I have stated all that I know in this matter.

Cross-interrogatories in behalf of the United States and the captors:

Cross-int. 1. If you state that your firm furnished gray cloth or other articles to the Confederate Government, state from whom, and how, and at what place, you obtained possession of such gray cloth or other articles, and made delivery thereof to the Confederate Government or its agents. State what firm or parties other than your firm, if any, had interest or participation in that transaction, or its results, or profits or loss.—A. The firm of Ed. Gantherin & Co. never made but one single transaction (which was a commercial one) with the so-called Confederate Government. It was a gray cloth transaction, in 1861. This cloth was bought by ourselves personally, from several manufacturers in Belgium, payable on terms, and was paid for in the gold received from the Bank of New Orleans, in settlement of said transaction. Said gray cloth was shipped by myself from Marseilles to Matamoras, and was delivered at Matamoras to Captain Sharkey, appointed for the purpose by W. Witmore (or Withmore), assistant quartermaster general of the so-called Confederacy, in the city of New Orleans, at the time. No other firm or parties other than my firm of Ed. Gantherin & Co. had any interest or participation in said transaction, or its results, or its profits or loss.

Cross-int. 2. State particularly and fully what commercial dealings and intercourse had taken place between your firm or that of G. A. Le More & Co., of Havre, prior to the month of April, A. D. 1864; and whether the said firm, in Havre, has been at any time in special commercial correspondence with you; and if so, in relation to what dealings?—A. When my firm of Ed. Gantherin & Co. was in existence in New Orleans, from 1856 to 1862, we had no more commercial intercourse or special commercial correspondence with the French firm of G. A. Le More & Co. than we had with several other firms in said place of Havre, or in Marseilles, or Liverpool, or Antwerp. Of course said firm of Ed. Gantherin & Co. having been dissolved in December, 1872, could not or did not transact any business in 1863 or 1864.

Filed July 25, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Gustave A. Le More, in behalf of G. A. Le More & Co., taken before John S. Hunt, United States vice-consul at Havre, France, as special commissioner, assisted by Thomas Taylor, United States dispatch agent at Havre, France, as interpreter, on the 24th day of August, A. D. 1865.

Question 1. State your name, age, residence, and occupation.—Answer. That his name is Gustave Andre Le More; that he is 43 years of age, and that he resides at Havre, and is by occupation a merchant.

Q. 2. What connection, if any, have you with the firm of G. A. Le More & Co., of Havre, France?—A. That he is the manager in the firm of G. A. Le More & Co., of Havre.

Q. 3. Are you acquainted with affairs and business of said firm? If so, state the means of your knowledge, and who composed said firm; and what control or management, if any, does Leontine Le More have in said firm?—A. That he is well acquainted with the affairs and business of the said firm, inasmuch as he is head and active partner thereof. That his sister, Leontine Le More, is merely a silent partner in the said

firm, and as such, does not exercise any control or management in the business of the house.

Q. 4. Do you know whether Jules Le More was ever appointed an agent of said irm to buy cotton in America? If you answer that he was, please produce copies of uch letters of agency or appointment as may have been furnished to him. State all ou may know in reference to the matter.—A. Yes; Jules Le More was appointed agent f his said house for the purchase of cottons in America; that he was so appointed, at is own solicitation, as per his letter dated Matamoras, 20th May, 1863, a copy of hich is here produced, marked A. That the document hereto annexed, marked B, a copy of the letter of his said house of G. A. Le More & Co. appointing said Jules More their agent, and that the letter marked C is a true copy of that of his said m to A. Tertrou, of Matamoras, likewise here produced, being a letter of credit, in vor of said Jules Le More, for the purchase of cottons in America. That these two st letters fully define the powers conferred on the said Jules Le More, and fully exain the business with which he was charged.

Q. 5. State whether or not the said firm had any correspondence or business transtions with the rebel Government, its officers or agents, or ever authorized any pern for them, to correspond or transact any business with the rebel Government, its icers or agents. Whether or not said firm ever, by themselves or their agents, furshed any supplies, gray cloth, munitions of war, or any article of commerce contrand of war. State all you may know on this subject.—A. That the said firm of G. Le More & Co., nor any member thereof, never had any correspondence or business ansactions with the rebel Government, its officers or agents, nor ever authorized any rson for them to correspond or transact any business with the rebel Government, s officers or agents, nor ever by themselves or their agents furnished any supplies of ay cloth, munitions of war, or any articles of commerce contraband of war, to the id rebel Government, its officers or agents, and that he knows nothing whatever of id rebel Government, its officers or agents.

Q. 6. Has said firm ever been connected with the firm of Ed. Gantherin & Co., late New Orleans, or ever held any partnership relations with said firm?—A. That the ouse of G. A. Le More & Co. has never been interested in business with the firm of d. Gantherin & Co., late of New Orleans, nor ever held any partnership relations ith the said firm.

Q. 7. State anything else you may know of material interest to any of the parties this suit.—A. That he knows nothing more.

Cross-interrogatories in behalf of the United States and naval captors:

Cross-int. 1. State what interest you have in the result of this suit.—A. That, as the anager of the firm of G. A. Le More & Co., of Havre, he is interested in this suit, e said house being the rightful owners and claimants of 830 bales of cotton and 323 ales of cotton in the cause at issue and now pending in the district court of the nited States for the southern district of Illinois. That he proceeded to the United tates in person last year in regard to these cottons, and had an interview with the onorable William H. Seward, Secretary of State of the United States, at Washingon, in connection therewith, as also with the French minister at that city. That he ad never crossed the Atlantic, and that the importance and gravity of the business n question alone induced him to undertake so long a voyage, and thus abandon nomentarily the affairs of his firm at Havre.

Cross-int. 2. If you state as to the business operations of G. A. Le More & Co. in uying cotton in America during the late rebellion, is such information derived from our knowledge of facts, or from what G. A. Le More & Co. may have told you?—A. That he derives his information from his personal knowledge of the affairs of his house.

Cross-int. 3. If you swear to letters, state whether such letters, to your own perional knowledge, are truly dated, or whether such letters bear a fictitious date.—A. That to his personal knowledge the letters produced by him, marked B and C, both lated July 24, 1863, are truly dated, having been written and signed by him personally, in the name of his firm, and were on the same day copied into the press copyook of his said house of G. A. Le More & Co.

Cross-int. 4. When did you last see Jules Le More in France, and did he then have ny connection with the house of G. A. Le More & Co.?—A. That Jules Le More was n France for the last time in 1861; that at that time he had no connection whatever with the firm of G. A. Le More & Co., nor has he ever at any time been a partner or nterested in any manner in the said firm.

Cross-int. 5. Is it not true that the agent of the so-called Confederate Government was in confidential business communication with the firm of G. A. Le More & Co. luring the late rebellion?—A. It is not true that the agent of the so-called Confederate Government was in confidential business communication with the firm of G. A. e More & Co., of Havre, during the late rebellion. That the said firm, nor any memer of the same, has never at any time seen or known any agent or agents of the o-called Confederate Government, or ever had any correspondence or business, direct r indirect, with the so-called Confederate Government, its agent or agents.

Cross-int. 6. State in what particular branch of commerce was the firm of G. A. Le More & Co. engaged prior to the time they claim to have purchased cotton in America through their agent, Jules Le More.—A. That the business of G. A. Le More & Co. has always been of a uniform character, viz, commission business, the forwarding of goods, and the importation of American products, principally of cotton.

Cross-int. 7. Is it not true that Jules Le More has been, during several years prior to 1864, an active business man, doing business for himself both in this country and in France?—A. That prior to the year 1863, and not in 1864, Jules Le More was a partner in the house of Ed. Gantherin & Co., of New Orleans, and that that firm did business with France, but not in France.

Cross-int. 8. Did you ever know of Jules Le More acting as agent of G. A. Le More & Co. prior to 1864?—A. That for his answer to this cross-interrogatory he refers to his reply to the fourth direct interrogatory.

Cross-int. 9. When did you first hear of the claim of G. A. Le More & Co. to the cotton now in controversy, and how did you hear of it?—A. That by letter received on the 24th of May, 1864, from E. N. Montardier, of New Orleans, dated 29th April, same year, he was informed that the cotton of his said house was seized; and that on the 26th May, 1864, he then, in the name of his said firm of G. A. Le More & Co., made and addressed his claim for said cottons direct to the Secretary of State of the United States, as also through the French Government at Paris.

Cross-interrogatories in behalf of Withenbury & Doyle:

Cross-int. 1. State what goods were forwarded by said firm, or any member of it, to Ed. Gantherin & Co., New Orleans, La., or to any member of it, or their agent, in the years 1861, 1862, and 1863, or to Jules Le More. Describe the goods, their quantity, and their use.—A. That he does not fully understand it; but if it refers to the business transactions of Messrs. Withenbury & Doyle, he does not know anything whatever connected with them or their business; but if it has reference to his firm of G. A. Le More & Co., of Havre, he knows that neither his said house nor any member thereof ever shipped any goods, of whatever nature or kind, to the house of Ed. Gantherin & Co., at New Orleans, La., nor to any member or agent of that firm, nor to Jules Le More, during the years 1861, 1862, and 1863.

Cross-int. 2. How were said goods paid for? Who paid? What was payment made in? If in draft, give the name of the drawer of the draft, its number, where drawn, on whom drawn, and to whose order. Annex the original, if in existence, or a true copy, certified by the officer taking this deposition. State to what point said goods were shipped, to whom shipped, and annex the bill of lading or other evidence of shipment, and also the letters or other evidence of the receipt of said goods.—A. That his reply to the preceding cross-interrogatory applies to this cross-interrogatory.

Cross interrogatory 3. If you, or said house of Le More & Co., or any one for them, shipped any goods which were sold or traded by any one to the agents, servants, or officers of the so-called Confederate Government of America, or to that so-called government itself, please state of what the goods consisted. Describe them minutely and the quality. Please also say who paid for them, how payment was made, in what, and annex copies of the bills or other evidence of payment; or state who was the drawee, who was the drawer, on what place drawn, where drawn, the date, and the amount. Answer categorically each question.—A. That his said firm of G. A. Le More & Co., nor himself individually, nor his sister, Leontine Le More, nor any agent of his said firm, himself, or his said sister, never having shipped, sold, or traded to the agents, servants, or officers of the so-called Confederate Government of America, or to that so-called Confederate Government, any goods, of whatever nature or kind, that he therefore cannot furnish the explanations demanded by this cross-interrogatory.

Cross-int. 4. If you, or said house of G. A. Le More & Co., sent any money to Jules Le More, in those years, to be used in the purchase of cotton, please say in what that money consisted, whether in coin or drafts, or bills of exchange; if in coin, annex copies of the receipt, or bill of lading, or other evidence of its shipment to him, or if in drafts or bills, annex them, or duplicates, or copies of them, or if unable to annex originals or copies, then give the names of the drawer, the drawee, the number, the date, the amount, and the place on which drawn.—A. That for his answer to this interrogatory he refers to the fourth direct interrogatory; that his said firm of G. A. Le More & Co. paid for the cotton purchased for said house by its agent, Jules Le More, to the satisfaction of the sellers thereof, in proof of which they were delivered to the said agent, who had them in his custody several weeks prior to their seizure by the United States authorities.

Cross-int. 5. If you answer the fourth direct interrogatory that Jules Le More was the agent of said firm of Le More & Co., please state how you knew he was, and from whom and at what time you first learned it. What sort of an agency was it? Was it general or special? How was it created, in writing or otherwise? Please produce the writing, and annex it to this cross-interrogatory. When was it made and exe-

ated? Who wrote it, and who signed it, and were you present when it was so made nd executed? If you produce letters of agency, or on any subject, state what you now of their genuineness, and who wrote them, and when were they written, and ere you present when they were written?—A. That he refers to his reply to the urth direct interrogatory, and to the copies of the letters produced by him for his nswer to this interrogatory.

Cross-int. 6. What interest have you in the result of this suit?—A. That his reply this interrogatory will be found in his answer to the first cross-interrogatory in bealf of the United States and naval captors.

Cross-int. 7. What interest has Jules Le More in the subject-matter of this suit? That interest has he in the bus ness of G. A. Le More & Co., and what had he in or bout the middle of March or in April, 1854?—A. That Jules Le More has no interest hatever in the result of the suit in question; and that he has no interest in the usiness of the house of G. A. Le More & Co., nor did he have any interest in the usiness of the said firm in the middle of March or April of the year 1864.

Cross-int. 8. State the extent of the cash means of said firm of G. A. Le More & Co. uring the years 1861, 1862, 1863, and 1864, your means of information, and how you erived it.—A. That he considers that no one has the right to put such a question to im; that his cash means and those of his house have always been such as to enable is firm to do honor to all its commercial transactions.

Cross-int. 9. Was Leontine Le More a full, active member of the firm, and what vere her cash means? Did she have any interest in furnishing any goods to the Confederate Government?—A. That Leontine Le More being a silent partner in the firm of G. A. Le More & Co., of Havre, she cannot, according to the laws of France, take any active part in the business transactions of the firm, or interfere in any way with them; and that she, to his positive knowledge, has never had any interest of any kind in furnishing any goods to the Confederate Government.

Cross-int. 10. State whether this firm had any interest in any shipment of any gray cloth to Havana or Matamoros in the years 1861 or 1862, and which was sold or delivered to the agents, officers, or servants of the so-called Confederate Government; who, in America, made the purchase, to whom sold, for how much, and how was it paid for; and to whom delivered, and at what place delivered, and how did it reach that place, whether by ships or otherwise. State which.—A. That this said firm of G. A. Le More & Co. never had any interest in any shipment of gray cloth to Havana or Matamoros in years 1861 or 1862, nor at any other time, and consequently he is unable to reply to the remainder of this interrogatory.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in deposition of Gustave A. Le More.

[Via Havana.]

MATAMOROS, 20 *mai* 1863.

Messieurs G. A. LE MORE & Co., *Havre:*

MESSIEURS ET AMIS: Ainsi que vous en avez été informés, j'ai quitte la Nouvelle-Orléans il y a quelques semaines, n'y voyant plus rien à y faire de longtemps, et je suis venu de ce côté-ci voir s'il n'y aurait pas quelques opérations cotonnièrres à établir.

D'après ce que j'ai pu déjà observer, il doit y avoir de l'argent à gagner, non pas seulement en achetant du coton mais en allant surtout à l'intérieur du Texas, et jusque dans la Haute Louisiane, les frais de déplacement et transport quoique très élevés étant compensés largement par le coût primitif.

Dans l'espoir que vous voudrez bien utiliser mes services, je ne vous chargerais qu'une commission d'achat 5 pr. ct., tandis qu'il y a des personnes qui chargent 7½ pr. ct., demeurant où les achats se font hors de Matamoras.

J'ai fait ici la connaissance de M. A. Tertron, qui s'occupe d'affaires avec l'intérieur du Mexique et avec la Havane. Il m'a donné à comprendre que par son intermédiaire il serait facile de se procurer les fonds nécessaires aux achats pour votre compte, moyennant commission d'avances et un intérêt de 8 pr. ct. jusqu'à l'époque de l'embarquement des cotons, époque à laquelle on se rembourserait sur vous payable à 60 jours de vue dans Londres ou Paris.

Pour votre gouverne, les sterlings sont d'un placement plus facile et généralement plus avantageux que les francs.

On peut actuellement calculer ici, rendu àbord du navire, le middling à environ 32 cents en or. J'estime que pour rendre du coton au Havre via Havana il faudrait ajouter 10 cents par lb. environ.

En achetant suffisamment pour le chargement d'un navire qu'on pourrait facilement faire venir de la Havane, cela ne coûterait guères que 5 à 6 cents. Vous pourrez m'adresser vos lettres voie de la Havane, aux soins ou sous couvert de MM. V. Pretat & Co., de Matamoras.

C'est la manière la plus prompte et à peu près la plus sûre de me faire parvenir vos lettres. Il n'y a rien à faire ici pour l'importation Française; la place est encombrée de marchandises de toutes sortes, et beaucoup d'articles pourraient être achetés au-dessous du prix coutant des ports d'exportation, les fluctuations sont incroyables. A mon arrivé ici la farine se payait jusqu'à $70 le baril, aujourd'hui on trouve difficilement preneur à $30.

Les bois seuls toujours recherchés par suite de l'accroissement extraordinaire de population que prend cette ville, ce qui nécessite des constructions de maisons de tous côtés.

Sans plus et dans l'attente d'une reponse favorable, je vous salue, Messieurs et amis bien affectueusement,

JULES LE MORE.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Via Havana.—Translation.]

MATAMORAS, *May* 20, 1863.

Messrs. G. A. LE MORE & CO., *Havre:*

GENTLEMEN AND FRIENDS: As you have been informed, I have quitted New Orleans some weeks since, not seeing for a long time anything more to do there, and I have come in this direction to see if there should not be some operations in cotton to establish.

After what I have been already able to observe, there must be money to be made not only in buying cotton on deposit here, but in going especially into the interior of Texas, and even into Upper Louisiana; the expenses of deposit and transport, although very high, being largely compensated by the first cost.

In the hope that you would please to avail of my services, I would only charge you a buyer's commission of 5 per cent., while there are persons who charge 7½ per cent from the moment when the purchases are made outside of Matamoras.

I have made here the acquaintance of Mr. A. Tertrou, who is engaged in business with the interior of Mexico and with Havana.

He has given me to understand that, by his intervention, it would be easy to procure funds necessary for the purchases for your account by means of a commission upon advances and an interest at 8 per cent., until the time of the shipment of the cotton at which time they would be reimbursed upon you, payable at 60 days' sight in London or Paris.

For your government, sterling bills are of a more easy disposal and more generally advantageous than francs.

It can be actually calculated here that the middling can be delivered on ship-board at about 32 cents in gold.

I estimate that to deliver cotton at Havre, via Havana, about 10 cents per pound must be added. In buying enough to load a vessel, which may be easily caused to come from Havana, that would hardly cost but 5 to 6 cents. You can address me your letters by the way of Havana, to the care or under cover of Messrs. J. Pretat & Co., of Matamoras. This is the most prompt, and almost the surest manner of making letters reach me.

There is nothing to do here in the way of French importations; the place is filled with goods of all sorts, and many articles could be bought below the cost price at the ports of exportation. The fluctuations are incredible.

At my arrival here flour cost about $70 per barrel, and to-day takers at $30 are found with difficulty.

Timber only is always in demand, by reason of the extraordinary increase of population which this city receives, and which makes necessary the building of houses on all sides.

Without more, and awaiting a favorable response on your part, I salute you, gentlemen and friends, very affectionately.

JULES LE MORE.

Exhibit B, referred to in deposition of Gustave A. Le More.

[Copie de lettres No. 30, folio 145.]

HAVRE, 24 *juillet* 1863.

Monsieur JULES LE MORE, *Matamoras:*

MONSIEUR: Nous venons par ces présentes vous autoriser à faire pour notre compte des achats de coton à Matamoras, dans le Texas, et dans la Haute Louisiane, n'excédant pas (2,500 bls.) deux mille cinq cents balles pour m'être rendues en Europe à deux francs cinquante centimes le demi kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une lettre vous accreditant auprès de Monsieur A. Tertrou pour faire face aux dits achats. Nous tenoons beaucoup à ce que les tirages sur nous ne se fassent qu'au moment de l'expédition des cotons, et comme il est à notre connaissance qu'au Mexique on peut se procurer de l'argent à intérêt moyennant une commission, voux devez prendre tous les arrangements nécessaries pour profiter de cette facilité; une commission même un peu forte payée par cette opération nous parait préférable aux inconvénients d'un long découvert en Europe.

Nous ne nous étendons pas davantage à cet égard, ayant pleine confiance dans l'habilité de vos agissements que nous sanctionnons à l'avance.

Nous vous présentons, Monsieur, nos salutations empressées,

G. A. LE MORE & Co.

Filed September 11, 1865.

GEORGE P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 145.—Translation.]

HAVRE, 24 *July*, 1863.

Mr. JULES LE MORE, *Matamoras:*

SIR: We come by these presents to authorize you to make for our account purchases of cotton at Matamoras, in Texas, and in Upper Louisiana, not exceeding 2,500 bales, to be delivered in Europe, at 2 francs and 50 centimes the half kilogram, your commission of 5 per cent. included, for Liverpool middling classes.

Under this cover we send you a letter accrediting you with Mr. A. Tertrou, to meet said purchases.

We are very anxious that these drafts on us should not be made until the moment of the despatch of the cottons, and as it is within your knowledge that in Mexico money can be procured upon interest, by means of a commission, you ought to make all the necessary arrangements to avail of this facility.

A commission, even a little high, paid in this operation, appears to us preferable to the inconvenience of lying long out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

G. A. LE MORE & Co.

Exhibit C, referred to in deposition of Gustave A. Le More.

[Copie de lettres No. 30, folio 146.]

HAVRE, *juillet* 24 1863.

Monsieur A. TERTROU, *Matamoras:*

MONSIEUR: Notre agent, M. Jules Le More, se rendant au Mexique et dans la Haute Louisiane, pour effectuer des achats de coton pour notre compte, nous venons par ces présentes l'accréditer auprès de vous pour le remboursement desdits achats; il s'entendra avec vous à cet egard et nous sanctionnons d'avance les engagements qu'il pourra prendre avec vous, soit que vous lui fassiez des avances pour notre compte en compte courant à un intérêt n'excédant pas 6 pr. ct. l'an, et une commission de découvert à débattre entre lui et vous, soit que vous vous remboursiez sur nous, payable dans Paris ou dans Londres, au fur et à mesure de l'échéance de ces traites pour notre compte.

Nous vous présentons, Monsieur, nos civiltés empressées.

G. A. LE MORE & Co.

Filed September 11, 1865.

GEORGE P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 146—Translation.]

HAVRE, *July* 24, 1863.

Mr. A. TERTROU, *Matamoras:*

SIR: Our agent, Mr. Jules Le More, going to Mexico and into Upper Louisiana to make purchases of cotton for our account, we come by these presents to accredit him with you for the reimbursement of said purchases. He will come to an understanding with you on this subject, and we sanction in advance the engagement which he will make with you, whether you shall make advances for our account in account current, at an interest not exceeding 6 per cent. per annum, and a commission for advances uncovered, to be settled between him and you, or whether you reimburse yourself upon us by bills payable in Paris or in London, as his bills for our account fall due.

We present you, sir, our earnest courtesies.

(Signed) G. A. LE MORE & Co.

Deposition of Charles Hardouin, in behalf of G. A. Le More & Co., taken before John S. Hunt, United States vice-consul, at Havre, France, as special commissioner, assisted by Thomas Taylor, United States dispatch agent at Havre, France, as interpreter, on the 24th day of August, A. D. 1865.

Int. 1. State your name, age, residence, and occupation.—A. That his name is Charles Hardouin; that he is 40 years of age; is a resident of Havre, France, and a bookkeeper by occupation.

Int. 2. What connection, if any, have you with the firm of G. A. Le More & Co., of Havre, France?—A. That he is a cashier and bookkeeper in the firm of G. A. Le More & Co., of this city, and has been in their employ as such for over nine years.

Int. 3. Are you acquainted with affairs and business of said firm? If so, state the means of your knowledge, and who composed said firm, and what control or management, if any, does Leontine Le More have in said firm.—A. That he is well acquainted with the affairs and business of the said house, being bookkeeper and cashier of said firm. That Mr. Gustave A. Le More is the head or manager of the business of said house, and Leontine Le More only a silent or limited partner thereof, and that they alone compose said firm.

Int. 4. Do you know whether Jules Le More was ever appointed an agent for said firm, to buy cotton in America? If you answer that he was, please produce copies of such letters of agency or appointment as may have been furnished to him. State all you may know in reference to the matter.—A. That he does know that Jules Le More was appointed agent of said firm for the purchase of cotton in America. That his knowledge of this fact is derived from a letter received by said house from said Jules Le More, requesting to be appointed as agent of said firm, a true copy of which is here produced, marked D, and, further, from the letter of said firm in reply thereto, dated 24th July, 1863, appointing said Jules Le More, its agent; a true copy of this letter, as copied at the time in the press letter-book of said house, is also produced, and marked E; that he knows nothing more.

Int. 5. State whether or not the said firm ever had any correspondence or business transactions with the rebel government, its officers or agents; or ever authorized any person for them to correspond or transact any business with the rebel government, its officers or agents; whether or not said firm ever, by themselves or their agents, furnished any supplies, gray cloth, munitions of war, or any article of commerce contraband of war. State all you may know on this subject.—A. That to his personal knowledge said house of G. A. Le More & Co. never had any correspondence or business transactions with the rebel government, its officers or agents, nor did the said firm ever authorize any person to correspond or transact business with the rebel government, its officers or agents, and that said house never furnished any supplies, gray cloth, munitions of war, or any other articles of commerce to the rebel government, its officers or agents. This is all he knows relative to the matter.

Int. 6. Has said firm ever been connected with the firm of Ed. Gantherin & Co., late of New Orleans, or ever held any partnership relations with said firm?—A. That to his knowledge the house of G. A. Le More & Co. has never been connected or held partnership relations with the house of Ed. Gantherin & Co., late of New Orleans.

Int. 7. State anything else you may know of material interest to any of the parties of this suit?—A. That he knows nothing further connected with the subject.

Cross-interrogatories in behalf of the United States and naval captors:

Cross-int. 1. State what interest you have in the result of this suit?—A. That he has no interest whatever in the result of this suit.

Cross-int. 2. If you state as to the business operations of G. A. Le More & Co., in buying cotton in America during the late rebellion, is such information derived from your knowledge of facts, or from what G. A. Le More & Co. may have told you?—A. That he derives his information from his personal knowledge of the affairs of the house.

Cross-int. 3. If you swear to letters, state whether such letters, to your own personal knowledge, are truly dated, or whether such letters bear a fictitious date?—A. That to his personal knowledge the letter dated 24th July, 1863, appointing Jules Le More agent of said firm, for the purchase of cottons in America, is truly dated.

Cross-int. 4. When did you last see Jules Le More in France, and did he then have any connection with the house of G. A. Le More & Co.?—A. That he saw Jules Le More for the last time in France in the latter part of the year 1861, and that he knows positively from the books of the firm of G. A. Le More & Co. that Jules Le More, at that time, had no connection with said firm, nor at any time previous.

Cross-int. 5. Is it not true that the agents of the so-called Confederate Government were in confidential business communication with firm of G. A. Le More & Co. during the late rebellion?—A. That he knows from the books of the firm that no agent or officers of the so-called Confederate Government ever had any communications or business relations or business transactions with the said house of G. A. Le More & Co., or with any member composing said firm.

Cross-int. 6. State in what particular branch of commerce was the firm of G. A. Le More & Co. engaged prior to the time they claim to have purchased cotton in America, through their agent, Jules Le More.—A. That since he has been in the employ of the said house as bookkeeper, the business of the firm has always been commission business, the forwarding of goods, and importation, principally of cottons; and that in the year 1860 the said house received upwards of 5,000 bales of cotton for their own account.

Cross-int. 7. Is it not true that Jules Le More has been, during several years prior to 1864, an active business man, doing business for himself, both in this country and in France?—A. That he knows nothing at all about the business of Jules Le More prior to the time he was appointed agent of the house of G. A. Le More & Co. for the purchase of cotton in America.

Cross-int. 8. Did you ever know of Jules Le More acting as agent of G. A. Le More & Co. prior to 1864?—A. Yes; in the year 1863, when said Jules Le More was appointed agent of G. A. Le More & Co., of Havre.

Cross-int. 9. When did you first hear of the claim of G. A. Le More & Co. to the cotton now in controversy, and how did you hear of it?—A. That he first heard of it by a letter received by said firm of G. A. Le More & Co. from the United States, about the 24th of May, 1864, announcing the seizure of cottons purchased by their agent, and by the letter of said house, dated 26th May, 1864, to Mr. William H. Seward, Secretary of State, at Washington, making claim for the cotton seized, as well as by letters of said firm to their correspondents in New York and New Orleans, transmitting them documents connected with the purchases of the cottons seized.

Cross-interrogatories in behalf of Withenbury & Doyle:

Cross-int. 1. State what goods were forwarded by said firm, or any member of it, to Ed. Gantherin & Co., New Orleans, La., or to any member of it, or their agent, in the years 1861, 1862, and 1863, or to Jules Le More; describe the goods, the quantity, and their use.—A. That the said firm of G. A. Le More & Co., nor any member thereof, never forwarded, or caused to be forwarded, to Ed. Gantherin & Co., at New Orleans, La., or to any member or agent of said house, or to Jules Le More, in the years 1861, 1862, and 1863, any merchandise of whatsoever nature or kind.

Cross-int. 2. How were said goods paid for? Who paid? What was payment made in? If in draft, give the name of drawee of the draft, its number, where drawn, on whom drawn, and to whose order; annex the original, if in existence, or a true copy, certified by the officer taking this deposition. State to what point said goods were shipped, and annex the bill of lading or other evidence of shipping, and also the letters or other evidence of the receipt of said goods.—A. That no shipment of goods having been made by said firm of G. A. Le More & Co., he has nothing to reply to this interrogatory.

Cross-int. 3. If you or said house of Le More & Co., or any one of them, shipped any goods which were sold or traded by any one to the agents, servants, or officers of the so-called Confederate Government of America, or to that so-called Government itself, please state of what the goods consisted, describe them minutely, and the quality. Please also say who paid for them, how payment was made, in what, and annex copies of the bills, or other evidence of payment, or state who was the drawee, who the drawer, the date and amount. Answer categorically each question.—A. That he has nothing to say in reply to this interrogatory.

Cross-int. 4. If you, or said house of G. A. Le More & Co., sent any money to Jules Le More in those years, to be used in the purchase of cotton, please say in what that money consisted, whether in coin or drafts, or bills of exchange. If in coin, annex copies of the receipt or bill of lading, or other evidence of its shipment to him; or if in drafts or bills, annex them, or duplicates or copies of them, or if unable to annex originals or copies, then give the names of the drawer, the drawee, the number, the date, the amount, and the place on which drawn.—A. That he knows that Jules Le More was referred to A. Tertrou, at Matamoros, by letter to him from said G. A. Le More & Co., dated July 24, 1863, for the payment of all cottons that might be purchased by the said Jules Le More, for account of said firm; a true copy of this letter is produced herewith, marked F.

Cross int. 5. If you answer the fourth direct interrogatory, that Jules Le More was the agent of said firm of G. A. Le More & Co., please state how you know he was, from whom, and at what time you first learned it; what sort of an agency was it—was it general or special? How was it created—in writing or otherwise? Please produce the writing and annex it to this cross-interrogatory. When was it made and executed, who wrote it, and who signed it, and were you present when it was so made and executed? If you produce letters of agency, or on any subject, state what you know of their genuineness, and who wrote them, and when they were written, and was you present when they were written?—A. That Jules Le More was appointed agent of the firm of G. A. Le More & Co., by a letter dated 24th July, 1863, signed by G. A. Le More, in the name of said firm, G. A. Le More & Co.; that this letter was

written in his presence by said G. A. Le More, and was afterwards by him personally copied into the press letter-book of said house on the day of the date thereof, and that the copy of the same already produced by him, marked E, fully defines the powers conferred on said Jules Le More as agent of said firm, and the same is true as respects the letter of said house, dated and bearing same date, to A. Tertrou, at Matamoras, accrediting Jules Le More, as agent of said firm, G. A. Le More & Co.

Cross-int. 6. What interest have you in the result of this suit?—A. That he has no interest whatever in the result of this suit.

Cross-int. 7. What interest has Jules Le More in the subject-matter of this suit? What interest has he in the business of G. A. Le More & Co? and what had he in or about the middle of March or in April, 1864?—A. That Jules Le More has likewise no interest in the result of this suit; that he has no interest in the business of G. A. Le More & Co., and that he had none whatever in the middle of March or April, 1864.

Cross-int. 8. State the extent of the cash means of said firm of G. A. Le More & Co. during the years of 1861, 1862, 1863, and 1864; your means of information, and how you derived it?—A. That holding the position he does in the house of G. A. Le More & Co., he does not consider himself at liberty to reply to this interrogatory, but that the said house has always had sufficient funds at his disposal to meet all its engagements.

Cross-int. 9. Was Leontine Le More a full, active member of the firm, and what was her cash means? Did she have any interest in furnishing any goods to the Confederate Government?—A. Leontine Le More, being a silent partner in the firm of G. A. Le More & Co., never had any control of the business of the house, French law preventing her from taking any active part therein. He knows nothing at all about her private fortune, and she never had any interest in furnishing any goods to the Confederate Government.

Cross-int. 10. State whether this firm had any interest in any shipment of gray cloth to Havana or Matamoras in the year 1861 or 1862, and which was sold or delivered to the agents, officers, or servants of the so-called Confederate Government? Who in America made the purchase? To whom sold, for how much, and how was it paid for, and to whom delivered, and at what place delivered, and how did it reach that place, whether by ships or otherwise? State which.—A. To his knowledge the firm of G. A. Le More & Co. never had any interest in any shipment of gray cloth to Havana or Matamoras in the year 1861 or 1862, and he can say nothing in reply to the remaining portion of this interrogatory.

Filed September 11, 1865.

GEORGE P. BOWEN, *Clerk.*

Exhibit D, referred to in deposition of Charles Hardouin.

[Via Havana.]

MATAMORAS, 20 *mai* 1863.

Messieurs. G. A. LE MORE & Co.,
Havre:

MESSIEURS ET AMIS: Ainsi que vous en avez été informés, j'ai quitté la Nouvelle Orléans il y a quelques semaines, n'y voyant plus rien à y faire de longtemps, et je suis venu de ce côté-ci voir s'il n'y aurait pas quelques opérations cotonnières à établir. D'après ce que j'ai pu déjà observer, il doit y avoir de l'argent à gagner, non pas seulement en achetant du coton, mais en allant surtout à l'intérieur du Texas, et jusque dans la Haute Louisiane, les frais de déplacement et transport, quoique très élevés, étant compensés largement par le coût primitif.

Dans l'espoir que vous voudrez bien utilizer mes services, je ne vous chargerais qu'une commission d'achat de 5 pour cent, tandis qu'il y a des personnes qui chargent 7½ pour cent du moment où les achats se font hors de Matamoras.

J'ai fait ici la connaissance de M. A. Tertrou, qui s'occupe d'affaires avec l'intérieur du Mexique et avec la Havane. Il m'a donné à comprendre que par son intermédiaire il serait facile de se procurer les fonds nécessaires aux achats pour votre compte moyennant commission d'avances et un intérêt de 8 pr. ct. jusqu'à l'époque de l'embarquement des cotons, époque à laquelle on se rembourserait sur vous payable à 60 jours de vue dans Londres ou Paris.

Pour votre gouverne, les sterlings sont d'un placement plus facile et généralement plus avantageux que les francs. On peut actuellement calculer ici vendre à bord du navire le middling à environ 32 cents en or. J'estime que pour vendre du coton au Havre via Havana, il faudrait ajouter 10 cents par lb. environ.

En achetant suffisamment pour le chargement d'un navire qu'on pourrait facilement faire venir de la Havane, cela ne coûterait guére que 5 à 6 cents.

Vous pourrez m'adresser vos letters, voie de la Havane, aux soins ou sous couvert de MM. V. Pretat & Co., de Matamoras; c'est la manière la plus prompte et à peu près la plus sûre de me faire parvenir vos lettres. Il n'y a rien à faire ici pour l'im-

portation française, la place est encombrée de marchandises de toutes sortes, et beaucoup d'articles pourraient être achetés au-dessous du prix coutant des ports d'exportations, les fluctuations sont incroyables. A mon arrivée ici, la farine se payait jusqu'à $70 le baril, aujourd'hui on trouve difficilement preneur à $30. Les bois seuls sont toujours recherchés par suite de l'accroissement extraordinaire de population que prend cette ville, ce qui nécessite des constructions de maisons de tous côtés.

Sans plus, et dans l'attente d'une réponse favorable de votre part, je vous salue, messieurs et amis, bien affectueusement.

JULES LE MORE.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Via Havana.—Translation.]

MATAMORAS, *May* 20, 1863.

Messrs. G. A. LE MORE & CO., *Havre:*

GENTLEMEN AND FRIENDS: As you have been informed, I have quitted New Orleans some weeks since, not seeing for a long time anything more to do there, and I have come in this direction to see if there should not be some operations in cotton to establish.

After what I have been already able to observe, there must be money to be made, not only in buying cotton on deposit here, but in going, especially into the interior of Texas, and even into upper Louisiana.

The expenses of deposit and transport, although very high, being largely compensated by the first cost.

In the hope that you would please to avail of my services, I would only charge you a buyer's commission of 5 per cent., while there are persons who charge 7½ per cent., from the moment when the purchases are made outside of Matamoras.

I have made here the acquaintance of Mr. A. Tertrou, who is engaged in business with the interior of Mexico and with Havana. He has given me to understand that by his intervention it would be easy to procure funds necessary for the purchase for your account, by means of a commission upon advances, and an interest at 8 per cent., until the time of the shipment of the cotton, at which time they would be reimbursed upon you, payable at sixty days' sight, in London or Paris. For your Government, sterling bills are of a more easy disposal, and more generally advantageous than francs.

It can be actually calculated here, that the middling can be delivered on shipboard at about 32 cents in gold.

I estimate that to deliver cotton at Hav , via Havana, about 10 cents per pound must be added. In buying enough to load a vessel, which may be easily caused to come from Havana, that would hardly cost but 5 to 6 cents.

There is nothing to do here in the way of French importations; the place is filled with goods of all sorts, and many articles could be bought below the cost price at the ports of exportation. The fluctuations are incredible. At my arrival here, flour cost about $70 per barrel, and to-day takers at $30 are found with difficulty.

Timber only is always in demand, by reason of the extraordinary increase of population which this city receives, and which makes necessary the building of houses on all sides.

Without more, and awaiting a favorable response on your part, I salute you, gentlemen and friends, very affectionately,

JULES LE MORE.

Exhibit E, referred to in deposition of Charles Hardouin.

[Copie de lettres No. 30, folio 145.]

HAVRE, 24 *juillet* 1863.

Monsieur JULES LE MORE, *Matamoras:*

MONSIEUR: Nous venons par ces présentes vous autoriser à faire pour notre compte des achats de coton à Matamoras, dans le Texas, et dans la Haute Louisiane, n'excédant pas (2,500 balles) deux mille cinq cents balles pour être rendues en Europe à deux francs cinquante centimes le demi kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une letre vous accréditant auprès de Monsieur A. Tertrou, pour faire face aux dits achats. Nous tenons beaucoup à ce que les tirages sur nous ne se fassent qu'au moment de l'expédition des cotons, et comme il est à notre connaissance qu'au Mexique on peut se procurer de l'argent à intérêt moyennant une commission, vous devez prendre tous les arrangements nécessaires pour profiter de cette facilité; une commission même un peu forte, payée par cette opération, nous paraît préférable aux inconvénients d'un long découvert en Europe.

Nous ne nous étendons pas davantage à cet egard, ayant pleine confiance dans l'habilité de vos agissements que nous sanctionnons à l'avance.

Nous vous présentons, Monsieur, nos salutations impressées.

G. A. LE MORE & CO.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 145.—Translation.

HAVRE, *July* 24, 1863.

Mr. JULES LE MORE, *Matamoros:*

SIR: We come by these presents to authorize you to make for our account purchases of cotton at Matamoros, in Texas, and in Upper Louisiana, not exceeding 2,500 bales, to be delivered in Europe at two francs and fifty centimes the half kilogram, your commission of 5 per cent. included, for Liverpool middling class.

Under this cover we send you a letter accrediting you with Mr. A. Tertrou, to meet said purchases. We are very anxious that these drafts on us should not be made until the moment of the despatch of the cottons, and as it is within your knowledge that in Mexico money can be procured upon interest by means of a commission, you ought to make all the necessary arrangements to avail of this facility. A commission, even a little high, paid in this operation, appears to us preferable to the inconveniences of lying long out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

G. A. LE MORE & CO.

Exhibit F, referred to in deposition of Charles Hardouin.

[Copie de lettres No. 30, folio 146.]

HAVRE, 24 *juillet* 1863.

Monsieur A. TERTROU,
Matamoras:

MONSIEUR: Notre agent, Monsieur Jules Le More, se rendant au Mexique et dans la Haute Louisiane, pour effectuer des achats de coton pour notre compte, nous venons par ces présentes l'accréditer auprès de vous pour le remboursement des dits achats. Il s'entendra avec vous à cet égard et nous sanctionnons d'avance les engagements qu'il pourra prendre avec vous, soit que vous lui fassiez des avances pour notre compte en compte courant à un intérêt n'excédant pas 6 pr. ct. l'an, et une commission de découvert à debattre entre lui et vous, soit que vous nous remboursiez, sur nous payable dans Paris ou dans Londres, au fur et à mesure de l'échéance de ses traites pour notre compte.

Nous vous présentons, Monsieur, nos civilités empressées.

G. A. LE MORE & CO.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 146.—Translation.]

HAVRE, *July* 24, 1863.

Mr. A. TERTROU, *Matamoros:*

SIR: Our agent, Mr. Jules Le More, going to Mexico and into Upper Louisiana, to make purchases of cotton for our account, we come, by these presents, to accredit him with you for the reimbursement of said purchases. He will come to an understanding with you on this subject, and we sanction in advance the engagement which he will make with you, whether you shall make advances for our account, in account current, at an interest not exceeding 6 per cent. per annum, and a commission for advances uncovered, to be settled between him and you, or whether you reimburse yourself upon us by bills payable in Paris or in London, as his bills for our account fall due.

We present you, sir, our earnest courtesies.

G. A. LE MORE & CO.

osition of Henry Geffray, in behalf of G. A. Le More & Co., taken before John S. unt, United States vice-consul at Havre, France, as special commissioner, assisted / Thomas Taylor, United States despatch agent at Havre, France, as interpreter, ı the 24th day of August, A. D. 1865.

ıt. 1. State your name, age, residence, and occupation.—A. That his name is ry Geffray; that he resides at Havre, and that he is an out-door clerk by occupa-

ıt. 2. What connection, if any, have you with the firm of G. A. Le More & Co., of re, France?—A. That he is an out-door clerk to the said house of G. A. Le More o., and has been in their employ as such for the last seven years.

ıt. 3. Are you acquainted with affairs and business of said firm? If so, state the ıns of your knowledge, and who composed said firm, and what control or manage-ıt, if any, does Leontine Le More have in said firm?—A. That he is acquainted h the affairs and business of said firm, but more particularly with the out-door iness; that the house is composed of G. A. Le More, the manager thereof, and of ıntine Le More, his sister, as a silent partner.

nt. 4. Do you know whether Jules Le More was ever appointed an agent of said n to buy cotton in America? If you answer that he was, please produce copies of h letters of agency or appointment as may have been furnished to him? State all ı may know in reference to the matter?—A. That he knows that Jules Le More ıs appointed agent of G. A. Le More & Co., of Havre, for the purchase of cotton in erica, by a letter of said firm, dated 24th July, 1863, a copy of which is here pro-ced marked H.

Int. 5. State whether or not the said firm ever had any correspondence or business ınsactions with the rebel government, its officers or agents, or ever authorized any rson for them to correspond or transact any business with the rebel government, officers or agents; whether or not said firm ever, by themselves or agents, fur-ıhed any supplies, gray cloth, munitions of war, or any article of commerce con-ıband of war. State all you may know on this subject.—A. That he has no knowl-ge of any correspondence or business transactions having taken place between e firm of G. A. Le More & Co., of Havre, and the rebel government, its officers or ents, or that said firm ever authorized any person for them to correspond or trans-t any business with the rebel government, its officers or agents, and that, from his sition as shipping or out-door clerk, said firm could not have furnished any sup-ies of gray cloth, or any other article of commerce whatever, to the Confederate ıvernment or its agents without his knowledge.

Int. 6. Has said firm ever been connected with the firm of Ed. Gantherin & Co., e of New Orleans, or ever held any partnership relations with said firm?—A. That has no knowledge, nor does he believe that the said firm ever held any partnership lations, or was interested in business with the house of Ed. Gantherin & Co., late New Orleans.

Int. 7. State anything else you may know of material interest to any of the parties this suit.—A. That he knows nothing.

Cross-interrogatories in behalf of the United States and naval captors:

Cross-int. 1. State what interest you have in the result of this suit.—A. That he s no interest whatever.

Cross-int. 2. If you state as to the business operations of G. A. Le More & Co., buying cotton in America during the late rebellion, is such information derived ım your knowledge of facts, or from what G. A. Le More & Co. may have told u?—A. That his knowledge is solely derived from the letter-books of the firm of A. Le More & Co.

Cross-int. 3. If you swear to letters, state whether such letters, to your own per-nal knowledge, are truly dated, or whether such letters bear a fictitious date.—That to his personal knowledge the letters are truly dated.

Cross-int. 4. When did you last see Jules Le More in France, and did he then have y connection with house of G. A. Le More & Co.?—A. That he saw Jules Le More the last time in France in the year 1861, and that at that time, to his knowledge, les Le More had no connection whatever with the firm of G. A. Le More & Co., of avre.

Cross-int. 5. Is it not true that the agents of the so-called Confederate Government re in confidential business communications with the firm of G. A. Le More & Co. ring the late rebellion?—A. That to his personal knowledge it is not true that any ent of the Confederate Government was in confidential business communications th the firm of G. A. Le More & Co. during the late rebellion.

Cross-int. 6. State in what particular branch of commerce was the firm of G. A. Le re & Co. engaged prior to the time they claimed to have purchased cotton in erica, through their agent, Jules Le More.—A. That since he has been in the use the business has always been composed of commission business, the forwarding goods, and the importation of cotton principally.

Cross-int. 7. Is it not true that Jules Le More has been, during several years prior to 1864, an active business man, doing business for himself both in this country and in France?—A. That he does not know.

Cross-int. 8. Did you ever know of Jules Le More acting as agent of G. A. Le More & Co. prior to 1864?—A. Yes; Jules Le More was appointed agent of the house of G. A. Le More & Co. in the year 1863.

Cross-int. 9. When did you first hear of the claim of G. A. Le More & Co. to the cotton now in controversy, and how did you hear it?—A. That he heard of the seizure of cottons belonging to said firm by letter addressed to the said house from the United States, received some time in the month of May, 1864, and that the house of G. A. Le More & Co. immediately sent forward their claim for the same.

Cross-interrogatories in behalf of Withenbury and Doyle:

Cross-int. 1. State what goods were forwarded by said firm, or any member of it, to Ed. Gantherin & Co., New Orleans, La., or to any member of it, or their agent, in the years 1861, 1862, and 1863, or to Jules Le More. Describe the goods, the quantity, and their use.—A. That to his knowledge, being charged in his capacity of outdoor clerk with the shipment of all goods for the firm of G. A. Le More & Co., that house, nor any member thereof, never shipped or caused to be shipped any goods of any kind to Ed. Gantherin & Co., of New Orleans, La., nor to any agent of said firm, nor to, Jules Le More, during the years 1861, 1862, and 1863.

Cross-int. 2. How were said goods paid for? Who paid? What was payment made in? If in draft, give the name of the drawer of the draft, its number, where drawn on whom drawn, and to whose order. Annex the original, if in existence, or a true copy certified by the officer taking this deposition; state to what point said goods were shipped, to whom shipped, and annex the bill of lading or other evidence of shipment, and also the letters or other evidence of the receipt of said goods?—A. That he refers to his answer to the previous interrogatory for his reply to this interrogatory.

Cross-int. 3. If you, or said house of Le More & Co., or any one for them, shipped any goods, which were sold or traded by any one to the agents, servants, or officers of the so-called Confederate Government of America, or to that so-called Confederate Government itself, please state of what the goods consisted; describe them minutely, and the quality. Please also say who paid for them, how payment was made, in what, and annex copies of the bills or other evidence of payment, or state who was the drawee, who the drawer, on what place drawn, where drawn, the date and the amount; answer categorically each question.—A. That he again refers to his answer to the first cross-interrogatory.

Cross-int. 4. If you, or said house of G. A. Le Moore & Co., sent any money to Jules Le More in those years, to be used in the purchase of cotton, please say in what that money consisted, whether in coin, or drafts, or bills of exchange. If in coin, annex copies of the receipt or bill of lading, or other evidence of its shipment to him, or if in drafts or bills, annex them, or duplicates, or copies of them; or, if unable to annex originals or copies, then give the names of the drawer, the drawee, the number, the date, the amount, and the place on which drawn?—A. That he has no knowledge of any such remittances having been made, and therefore is unable to reply to any part of this interrogatory; but that he saw by the letter-book of the firm that a credit was opened to Jules Le More by the firm, with A. Tertrou, of Matamoras, for the purchase of cottons for its account.

Cross-int. 5. If you answer the fourth direct interrogatory that Jules Le More was the agent of said firm of Le More & Co., please state how you know he was; from whom, and at what time, you first learned it; what sort of an agency was it; was it general or special? How was it created, in writing or otherwise? Please produce the writing and annex it to this cross-interrogatory. When was it made and executed, who wrote it, and who signed it; and were you present when it was so made and executed? If you produce letters of agency, or on any subject, state what you know of their genuineness, and who wrote them, and when were they written, and were you present when they were written?—A. That he knows that Jules Le More was the agent of G. A. Le More & Co., and that he knows it from their letters to him, dated 24th July, 1863, a true copy of which has already been produced, marked H. This letter was signed and written by Mr. G. A. Le More the head of the firm, but he does not remember whether it was written or signed in his presence; and that he knows the copy of the letter is genuine.

Cross-int. 6. What interest have you in the result of this suit?—A. That he has none whatever.

Cross-int. 7. What interest has Jules Le More in the subject-matter of this suit? What interest has he in the business of G. A. Le More & Co., and what had he, in or about the middle of March or in April, 1864?—A. That to his personal Jules Le More has no interest whatever in the result of this suit, nor has he any interest in the firm of G. A. Le More & Co., nor did he have any interest in said firm in the month of March or April of the year 1864.

Cross-int. 8. State the extent of the cash means of said firm of G. A. Le More & Co. during the years 1861, 1862, 1863, and 1864; your means of information, and how you derived it.—A. That in his position he declines answering this interrogatory.

Cross-int. 9. Was Leontine Le More a full, active member of the firm, and what was her cash means? Did she have any interest in furnishing any goods to the Confederate Government?—A. That Leontine Le More, a silent partner in the firm, has no active part in the business of the house; that he does not know the extent of her fortune; that to his knowledge she never had any interest in furnishing any goods to the Confederate Government.

Cross-int. 10. State whether this firm had any interest in any shipment of gray cloth to Havana or Matamoras in the years 1861 or 1862, and which was sold or delivered to the agents, officers, or servants of the so-called Confederate Government. Who, in America, made the purchases? To whom sold? For how much, and how was it paid for, and to whom delivered, and at what place delivered, and how did it reach that place, whether by ships or otherwise? State which.—A. To his personal knowledge, the firm of G. A. Le More & Co. never had any interest in any shipments of gray cloth to Havana or Matamoras in the years 1861 or 1862; that he knows nothing in regard to such shipments.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit H, referred to in deposition of Henry Geffray.

[Copie de lettres No. 30, folio 145.]

HAVRE, 24 *julliet* 1863.

Monsieur JULES LE MORE, *Matamoras:*

MONSIEUR: Nous venons par ces présentes vous autoriser à faire pour notre compte des achats de coton à Matamoras, dans le Texas, et dans la haute Louisiane, n'excédant pas (2,500 bls.) deux mille cinq cents balles pour être rendues en Europe à deux francs cinquante centimes le demi kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une lettre accréditant auprès de Monsieur A. Tertrou pour faire face aux dits achats. Nous tenons beaucoup à ce que les tirages sur nous ne se fassent qu'au moment de l'expédition des cotons, et comme il est à notre connaissance qu'au Mexique on peut se procurer de l'argent à intérêt moyennant une commission, vous devez prendre tous les arrangements nécessaires pour profiter de cette facilité; une commission même un peu forte, payée par cette opération, nous paraît préférable aux inconvénients d'un long découvert en Europe.

Nous ne nous étendons pas davantage à cet égard, ayant pleine confiance dans l'habilité de vos agissements que nous sanctionnons à l'avance.

Nous vous présentons, Monsieur, nos salutations empressées.

G. A. LE MORE & CO.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 145.—Translation.]

HAVRE, *July* 24, 1863.

Mr. JULES LE MORE, *Matamoras:*

SIR: We come by these presents to authorize you to make for our account purchases of cotton at Matamoras, in Texas, and in Upper Louisiana, not exceeding (2,500 bls.) two thousand five hundred bales, to be delivered in Europe, at two francs and fifty centimes the half kilogram, your commission of 5 per cent. included, for Liverpool middling class.

Under this cover we send you a letter accrediting you with Mr. A. Tertrou, to meet said purchases.

We are very anxious that these drafts on us should not be made until the moment of the dispatch of the cottons, and as it is within your knowledge that in Mexico money can be procured upon interest, by means of a commission, you ought to make all the necessary arrangements to avail of this facility. A commission, even a little high, paid in this operation, appears to us preferable to the inconvenience of lying long out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

G. A. LE MORE & CO.

Deposition of John T. Simmons, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office, in Monroe, La., on the 1st, 2d, 3d, and 4th days of August, A. D. 1865.

Int. 1. What is your name, age, and place of residence, and occupation?—A. My name is John T. Simmons; aged 40 years. I reside on the east bank of the Ouachita River, in the north part of the parish of Caldwell. My occupation is that of a planter.

Int. 2. Was there any cotton taken from your place by the United States fleet of gunboats, under command of Lieutenant-Commander Foster, or not? When, and what number of bales?—A. There was cotton taken by the United States fleet of gunboats, under command of Lieutenant-Commander Foster, from my plantation (situated on the east bank of the Ouachita River), in the parish of Caldwell, on the 8th day April, A. D. 1864 (I think). It was taken, I think, on the 8th day of April, 1864. As well as I recollect, the number of bales claimed by Le More & Co. was 320 bales. There was 154 bales more taken by the fleet at that time than that claimed by Le More & Co.

Int. 3. Who raised said cotton?—A. The cotton was raised on the "Hopewell" plantation, situated on the east bank of the Ouachita River, then owned by myself and the heirs of E. P. Tatum. The plantation is commonly known as the "Simmons plantation," and on which I then and now reside.

Int. 4. Did you sell the cotton, and to whom?—A. I sold a part of the cotton to C. G. Young, acting agent of the Confederate States of America in the purchase of cotton in the Ouachita country. I sold all the cotton on the plantation to C. G. Young, agent, except the 154 bales above spoken of, and 100 bales sold to Warneken, Kirchoff & Co. All of the cotton which remained of that sold to C. G. Young was taken by the fleet; the balance sold to Young had been stolen. That which was taken by the fleet was claimed by G. A. Le More & Co. and Warneken, Kirchoff & Co.

Int. 5. After you sold to the Confederate States, did the cotton remain in your custody or not?—A. After my sale of the cotton to the Confederate States, it remained in my possession and custody, under a written agreement with the said Confederate Government agent, and at the risk of the Confederate Government.

Int. 6. Did you know Leon Querouze?—A. I know a man of that name.

Int. 7. When did you make his acquaintance, and where?—A. I made his acquaintance some time in the month of March, 1864—early in the month, near my plantation. I met him and Maj. John A. Buckner in a buggy as Col. Robert Richardson and myself were returning from Monroe. I was then and there introduced to Mr. L. Querouze by Major Buckner; that was the first time I ever saw him.

Int. 8. Had they been to your plantation or not?—A. They had been to my plantation; at least, Major Buckner said they had been there.

Int. 9. What was the object of their visit to your place?—A. Buckner told me that he, Buckner, had been to my plantation to deliver to Mr. Leon Querouze the cotton which I had sold to the Confederate States.

Int. 10. Did Leon Querouze make any arrangement with you at that time in regard to your taking care of the cotton for him?—A. He did. He told me at that time that the cotton was his private property, and that he would give me a sack of coffee if I would watch it, which I engaged to do for him to prevent any more of the cotton from being stolen. Some of the cotton had been stolen, and parties were yet stealing cotton in the neighborhood.

Int. 11. Did Major Buckner deliver the cotton to Querouze?—A. Major Buckner told me that he had delivered the cotton to Mr. Querouze; that is, all the cotton which I had sold to the Confederate States which was left on the plantation.

Int. 12. After this interview between L. Querouze, Major Buckner, and yourself, did you hold the cotton as the property of L. Querouze or not?—A. I did. I knew no other person in the transaction than Mr. L. Querouze after Major Buckner had delivered the cotton to Querouze.

Int. 13. What was the position held by Maj. John A. Buckner while stationed at Monroe, La.?—A. Maj. John A. Buckner was acting as the agent of the Confederate States, in charge of all the said Confederate States' cotton in this section of the country. He took actual control of all the cotton of the Confederate States in this country, and held his appointment, as I understood, from Gen. E. Kirby Smith and W. A. Broadwell. He had men detailed from the army to assist him in looking up the government cotton and assisting him in taking care of it.

Int. 14. What was the position held by Lieut. Col. W. A. Broadwell in the Confederate States?—A. It was understood generally that said Broadwell was chief of the cotton bureau in the trans-Mississippi department.

Int. 15. Subsequently to the time when Querouze and Buckner met you, near your place, were you informed of any change in the ownership of the cotton above spoken of, or not?—A. Some eight or ten days after I met Querouze and Buckner near my place, as stated above, I was passing Pargoud's lower place, near Monroe, and was hailed by Mr. Querouze, who came out to the gate with another gentleman, whom

he introduced to me as Le More. I am of impression now that Mr. Querouze then informed me that a change had taken place in the ownership of the cotton. Mr. Le More claimed the cotton as having been bought by him for his brothers, G. A. Le More & Co., and I afterwards looked upon G. A. Le More & Co. as the owners of the cotton. I was introduced at that time to Mr. Jules Le More by Mr. Leon Querouze at Pargoud's gate.

Int. 16. Subsequently to the time you were introduced to Mr. Jules Le More by Mr. Leon Querouze, did Mr. Le More engage you to mark the cotton for the firm of G. A. Le More & Co., and take care of it, or not, for them?—A. He did. He engaged me to mark the cotton, place it on rails in lines or rows, in regular shipping order, on the bank of the river; he endeavored to get me to haul it, which I declined to do. I did haul rails to the bank of the river, and placed a part of it on the rails in lines, in shipping order; I marked a portion of it "L. M." I was informed that that mark was wrong. I then marked it "G. L. M." I had not finished marking the cotton when the gunboats or United States fleet was reported coming near by, and I stopped marking and working at the cotton. "G. L. M." was the mark, I think.

Int. 17. Did Mr. Le More then inform you that he had sent to procure permits from the United States authorities to ship the cotton, or not?—A. He did, and was then expecting the permits to arrive daily, and when I heard the United States gunboats coming I thought at first that it was Le More's boats coming after cotton.

Int. 19. When the gunboats or fleet of the United States was taking the cotton, did you in inform Mr. Jules Le More that the gunboats were taking his cotton, or not?—A. Immediately after the gunboats had taken the cotton, I sent word to Mr. Le More that the gunboats had taken his cotton. My impression is, I wrote him a note to that effect.

Int. 20. Did Captain Foster give a receipt for the cotton to any one on the place, or not?—A. A receipt was demanded and refused.

Int. 20. Who hauled the cotton to the river bank, and by whose order was it done?—A. The cotton was hauled by John Wentzell, and I think Pargoud had one or two teams in the train. I had teams there at the time the cotton was being hauled, engaged in hauling rails to put the cotton on, and they might have been readily mistaken as being engaged in hauling the cotton.

Int. 21. You speak of hauling cotton. Where was the cotton hauled from, and whither?—A. It was hauled from different parts of the plantation; the most of it was stored on a back plantation about three miles from the river; the balance of it was stored about the center of the plantation, in a shed, about one mile from the river—about 150 bales of it. It was hauled from these places to the river, to two different points on the river.

Cross-interrogatories propounded by Withenbury and Doyle:

Cross-int. 1. Did you at the time you sold the cotton to C. G. Young, C. S. agent, sign any document by which you obligated yourself to hold the cotton subject to the order of the C. S. Government, or its agent?—A. I think that in the bill of sale of the cotton to the C. S. there was a clause something to that purport.

Cross-int. 2. Did Major Buckner or any one else, at the time you speak of in your answer to the ninth direct interrogatory, show you any written authority concerning the sale of this cotton to Leon Querouze from the C. S. Government?—A. None was shown at the time that I now remember of.

Cross-int. 3. Did you ever receive back the receipt you gave to C. G. Young, in which you bound yourself to hold the cotton subject to the order of the agent of the C. S. Government?—A. No; I never received any document back from C. G. Young or any one else. Young left the country about the time that General Stevenson made a raid to Monroe, in August, 1863, since which time he has not been in this country.

Cross-int. 4. Have you ever seen any written bill of sale for the cotton in question to A. G. Le More & Co.? If so, by whom was it made; what was the consideration named, the amount and kind of consideration?—A. I never have seen any written bill of sale to G. A. Le More & Co. or Querouze from any one for said cotton.

Cross-int. 5. Did you ever see a bill of sale or any written evidence of ownership in said cotton to Leon Querouze, or had you any evidence of his ownership, except the verbal statement of Major Buckner?—A. I never saw any bill of sale to Leon Querouze that I remember of. I had no other evidence of ownership in the cotton by Querouze except the verbal statement of Major Buckner and the acts of Querouze.

Cross-int. 6. Did Querouze ever pay you anything for taking care of the cotton?—A. Nothing that I now remember of. Things were in such confusion that I never thought about the pay.

Cross-int. 7. Did you at any time during the removal of this cotton understand from Le More, or others, by what merit or service or payment Le More was entitled to this cotton; or did you ever hear from Major Buckner or Leon Querouze what was the consideration paid by Querouze to the Confederate States for this cotton?

(Le More & Co., by their counsel, object to the questions included under No. 7, on

the ground that they call for hearsay evidence, the declarations of parties who are competent witnesses in this case.)

A. I never heard Le More, Querouze, or Buckner say anything on the subject inquired about; I never heard Major Buckner or Leon Querouze say what consideration was paid by Querouze for the cotton.

Cross-int. 8. Have you ever made any sale of this cotton, or any part of it, to any one except to C. G. Young, Confederate States agent?—A. I never made any sale of the cotton I sold to C. G. Young, Confederate States agent, as above stated, to any one except the said Young, as agent, nor any part of it.

Cross-int. 9. Had you any knowledge of the act of the United States Congress passed July 17, 1862? were they ever published in these parts? (The act referred to is entitled "An act to suppress insurrections, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes." Approved July 17, 1862.)—A. I had no knowledge of the act above mentioned until May, 1865, when I chanced to meet with a copy of the Statutes at Large of the United States. I never saw any publications of the laws of the United States in the newspapers of the South since the rebellion; I do not believe the said acts were ever published in these parts.

Cross-int. 10. What, if any, voluntary service or contribution have you rendered the Confederate States since July 17, 1862, except the sale of your cotton?—A. I never have done anything since that time but try to keep out of the service and avoid the conscript officers.

Cross-int. 11. Have you ever taken the oath of allegiance or oath of amnesty?—A. I have never taken either of the oaths spoken of. There has been no officers here to administer the oath. I have not been anywhere where there was an officer to administer the oath. I had determined to take the amnesty oath as soon as it was publishe and intend to do so as soon as there is an officer qualified to administer the oath.

Cross-interrogatories propounded by the counsel for the United States:

Cross-int. 1 (by the United States). What was the date of the sale of said cott from you to C. G. Young, agent of the Confederate States?—A. It was made in t early part of January, 1863.

Cross-int. 2 (by the United States). At the time of the sale, was you the entire own of the cotton?—A. I was the sole owner of the cotton at the date of the sale to C. Young, agent of the Confederate States, on the 26th day of December, 1862. I ma a purchase of the plantation, including all the cotton and all other property on t same, from the heirs of E. P. Tatum, my former partner in the plantation.

Cross-int. 3 (by the United States). Was you paid for the cotton by the Confederat States? If yea, how?—A. I was paid by C. G. Young in certificates, which I subsequently converted into interest-bearing treasury notes.

Interrogatories-in-chief by LE MORE & CO.:

Int. 1. Did you ever hear of any other claimant for this cotton before the surrend of the trans-Mississippi department, and after the gunboats took the cotton, other th G. A. Le More & Co.?—A. I never did.

Int. 2. Were you ever notified of any sale of the said cotton to Withenbury Doyle?—A. I never was notified of any such sale. I never heard of any other claiants than G. A. Le More & Co. to said cotton, until a few days ago, when Mr. J Ray informed me of the various claimants.

Int. 3. How was the Confederate States in the habit of paying her employés in trans-Mississippi department?—A. With certified accounts.

Int. 4. Was it in the habit of paying with cotton?—A. I never heard of her pay in cotton, though it might have been done.

Cross-examination by WITHENBURY & DOYLE resumed:

Cross-int. 1. When you sold the cotton to Agent C. G. Young, did he or you w it and mark it C. S. A.? Did you weigh each bale separately, or did you average weights?—A. When I sold the cotton, Young and his subagent weighed all the ton, bale by bale, and his subagent and my overseer marked a large portion of cotton C. S. A. They did not marke it all, but marked the greatr portion of it C. S and my hands stored it in the sheds by Young's order, after which time it was at risk of the Confederate States Government, but in my custody to take care of.

Cross-int. 2. When Buckner delivered the cotton to Querouze, or when he sai delivered it, did either of them weigh it, or was it ever weighed by any one else after it was weighed by Young and his subagent?—A. It was never weighed after it wa first weighed, to my knowledge. When Buckner met me near my place with Querouze, at the time Buckner and Querouze had been to the cotton to deliver it to Querouze, both Buckner and Querouze asked me how much ought to be deducted from the weights of Young for loss. I told them that I thought that fifteen pounds would be a fair deduction per bale. They agreed that fifteen pounds per bale should be deducted from the original weights. Buckner told me he was to let Querouze have the cotton at a deduction of 15 pounds to the bale.

Cross-int. 3. Did you see Buckner deliver the cotton to Querouze?—A. I did not see Buckner deliver the cotton to Querouze.

Cross-int. 4. Examine the documents presented and say whether or not you wrote it?—A. Yes; I wrote the document. In explanation, I now state that that part of the letter in which I state it was understood that this cotton, with other lots, has been turned over by the authorities of the Confederate States to Mr. Le More, to pay him for cloth, &c., furnished the Confederate States, I meant to say that it was rumor only. I did not hear Le More say so—I had no knowledge of the fact. The document is sent up with this answer, is herewith filed, and marked exhibit A.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in depositions of J. T. Simmons.

MONROE, LA., *July* 4, 1865.

J. W. MCKEE, Esq.:

DEAR SIR: I know no such man as Garcia. I never made any sale of the cotton referred to in your memorandum, except to Dr. C. G. Young, acting as agent for the Confederate States. (It was understood that this cotton, with other lots, had been turned over by the authorities of the Confederate States to a Mr. Le More, to pay him for cloth he furnished the Confederate States.)

I have been called upon to sign a good many papers by Le More, and those claiming to act for him, to facilitate him (as it was alleged) in establishing his just claim to the cotton. These were read to me, and were signed without further examination.

I can assert positively, however, that I never intended, nor did I suppose I was called on to make, any new sale of the cotton, different from that to Dr. Young, as above stated.

No price was ever offered to me, nor did I ever receive any compensation for any such pretended sale.

If I signed any paper purporting to be a sale to Garcia, or any other person, I was misled and deceived in so doing. I do not remember to have ever signed any paper in which the name of Garcia was mentioned.

Very respectfully, your obedient servant,

J. T. SIMMONS.

STATE OF LOUISIANA,
Parish of Ouachita:

I certify that the above and foregoing is wholly written by John T. Simmons. I am well acquainted with his handwriting, and the signature to the above is genuine.

In testimony whereof I hereunto sign my name on this 3d day of August, 1865.

CHAS. DELERY,
Justice of the Peace.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Jules Le More, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 5th day of August, A. D. 1865.

Int. 1. What is your name, age, residence, and occupation?—A. My name is Jules Le More; thirty-six years old; French citizen, temporarily in Monroe; by occupation commission merchant.

Int. 2. Where were you on the 25th day of April, 1863? At that time were you a married man? Where did you reside at that time or since? Had you any domicile at that time or since? Where were you born, and of what country are you a citizen?—A. I was in Matamoras, Mexico, on the 25th of July, 1863. I was a bachelor at that time; I had no fixed residence at that time, nor since; I was born in Havre, France, and I am a French citizen. I hereto annex my certificate of nationality, signed by the French consul, and approved by the American authority, September 26, 1862. Exhibit marked No. 1, and attached.

Int. 3. Did you or did you not act as the agent of G. A. Le More & Co. whilst in Matamoras? If yes, please state when and where you received your appointment, and attach your letter of procuration to your answers, if you have it?—A. I did. I annex the original letter of G. A. Le More & Co., of Havre, France. I received the annexed letter from G. A. Le More & Co. in the first days of September, 1863. I received it at Matamoras, Mexico. The letter is hereto annexed, and is marked Exhibit No. 2.

Int. 4. Do you know the signature of G. A. Le More & Co.? Did you ever see them sign? Is the signature to Exhibit No. 2 their genuine or not?—A. I know the signa-

ture of G. A. Le More & Co. I have seen the senior partner sign the firm name very often. The signature to the letter marked Exhibit No. 2 is the genuine signature of the firm of G. A. Le More & Co. The whole letter is in the handwriting of the senior partner of the firm of G. A. Le More & Co., as also the firm name is also made in his handwriting. Have often seen him write and sign.

Int. 5. After your arrival at Matamoras, did you pass any blockade in any port of the United States, or go to or from any port or place within the United States without the lawful permission of the proper Federal authorities, or pass through their lines? Annex your passports if you have any.—A. No, I did not. I did not go to or from any port or place within the United States, without the lawful permission of the proper Federal authorities. I hereto annex a pass to go from New Orleans to Matamoras, dated April 13, 1863, marked No. 3; one dated April 29, 1864, to pass from Vidalia to Natchez, Miss., marked No. 4; one to pass from Natchez to New Orleans, dated April 30, 1864, marked No 5; one from New Orleans to New York, dated August 10, 1864, marked No. 6; and one from New Orleans to New York, December 2, 1864, marked No. 7.

Int. 6. Did you ever aid or assist in carrying on any correspondence between the United States and the so-called Confederate States, or between any agent, officer, or employés thereof, with any one?—A. I never did anything of the kind.

Int. 7. Are you acquainted with W. A. Broadwell? Have you often seen him write and sign his name? Are you acquainted with his handwriting? Is his signature to the document marked O genuine or not?—A. I am acquainted with W. A. Broadwell. I have often seen him write and sign his name. I am acqainted with his handwriting. The signature to the document presented to me, marked O, is his genuine signature. (Document marked O attached.)

Int. 8. Have you in your possession any certificates, letters, or proof, to prove your character or standing in the community where you have done business?—A. Yes. I annex a letter of the French consul, dated New Orleans, July 20, 1865, marked No. 8, and two certificates signed by C. Roselius and other citizens of New Orleans, attested by Cuthbert Bullitt, U. S. marshal, dated July 28, 1865, marked Nos. 9 and 10.

Filed September 18, 1865.

GEORGE P. BOWEN, *Clerk.*

Exhibit No. 1, referred to in deposition of Jules Le More.

CONSULAT DE FRANCE, A LA NOUVELLE-ORLÉANS:

Nous, Charles Fanconnet, acting consul de France à la Nouvelle-Orléans, nous certifions que Monsieur Le More (Jules Théodore Arthur), résidant en cette ville, rue des Ramparts, en face de la Place d'Armes, où il exerce la profession de négociant, est né au Havre (département de la Seine-Inférieure, France), le 17 octobre 1829.

Attestons, en outre, que, sur son affirmative de n'avoir jamais perdu sa nationalité française par naturalisation ou autres actes de citioyenneté américaine, le dit sieur Jules Théodore Arthur Le More a été inscrit comme Français sur le régistre matricule tenu en la Chancellerie de ce consulat.

En foi de quoi nous lui avons délivré le présent certificat pour servir et valoir ce que de droit.

A la Nouvelle-Orléans, le 22 septembre 1862.

Pr. le consul:

Le Gérant du Consulat—

[SCEAN.] FANCONNET.

Filed September 18, 1865.

GEORGE P. BOWEN, *Clerk.*

[Translation.]

CONSULATE OF FRANCE, NEW ORLEANS:

We, Charles Fanconnet, acting consul of France at New Orleans, do certify that Mr. Le More (Jules Theodore Arthur), residing in this city, Rampart street, opposite the Place d'Armes, where he follows the profession of a merchant, was born at Havre, department of Seine Inferieure, France, on the 17th of October, 1829.

We moreover certify that the said Jules Theodore Arthur Le More, never having lost his French citizenship by naturalization or other acts of American citizenship, has been registered as a French subject upon the registry books kept in the chancellerie of this consulate.

In faith of which we have given the present certificate, to be used and vouched to.

New Orleans, September 22, 1862.

The Acting Consul,

[SEAL.] FANCONNET.

Exhibit No. 2, referred to in deposition of Jules Le More.

HAVRE, 24 *juillet* 1863.

nsieur JULES LE MORE,
Matamoras:

IONSIEUR: Nous venons par ces présentes vous autoriser à faire pour notre compte achats de coton à Matamoras, dans le Texas et dans la Haute Louisiane, n'excédant (2,500 bls.) deux mille cinq cents balles pour être rendues en Europe à deux francs uante centimes le demi kilogramme, votre commission de cinq pour cent com- e, pour sorte middling Liverpool.

ous ce pli nous vous remettons une lettre vous accréditant auprés de Monsieur A. rou pour faire face aux dits achats. Nous tenons beaucoup à ce que les tirages sur s ne se fassent qu'au moment de l'expédition des cotons, et comme il est à notre naissance qu'au Mexique on peut se procurer de l'argent à intérêt moyennant une mission, vous devez prendre tous les arrangements nécessaires pour profiter de s facilité, une commission méme un peu forte, payée par cette opération, nous pa- préférable aux inconvénients, d'un long découvert en Europe.

ous ne nous étendons pas davantage à cet égard, ayant pleine confiance dans bilité de vos agissements que nous sanctionnons à l'avance.

ous vous présentons, Monsieur, nos salutations empressées,

G. A. LE MORE & CO.

iled September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Translation.]

HAVRE, *July* 24, 1863.

JULES LE MORE, *Matamoras:*

IR: We come by these presents to authorize you to make for our account purchases otton at Matamoras, in Texas, and in upper Louisiana, not exceeding (2,500 bales) thousand five hundred bales, to be delivered in Europe, at two francs and fifty times the half kilogramme, your commission of five per cent. included, for Liver- l middling class.

Inder this cover we send you a letter accrediting you with Mr. A. Tertrou, to meet l purchases.

We are very anxious that these drafts on us should not be made until the moment the despatch of the cottons, and as it is within your knowledge that in Mexico ney can be procured upon interest, by means of a commission, you ought to make the necessary arrangement to avail of this facility. A commission, even a little gh, paid in this operation, appears to us preferable to the inconveniences of lying g out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your pro- edings, which we sanction in advance.

We present you, sir, our earnest salutations.

G. A. LE MORE & CO.

Exhibit No. 3, referred to in deposition of Jules Le More.

[Pass. No.—.]

OFFICE PROVOST MARSHAL GENERAL OF LOUISIANA,
New Orleans, April 13, 1863.

Pass Mr. Jules Le More, of Havre, from New Orleans to Matamoras, per steamer lville.

This pass is given upon the parole of honor of the holder that he will in no way ve information, countenance, aid, or support to the so-called Confederate Govern- nt or States.

JAMES BOWEN,
Brigadier-General, Provost Marshal General of Louisiana.

Filed September 18, 1865.

GEORGE P. BOWEN, *Clerk.*

Exhibit No. 4, referred to in deposition of Jules Le More.

VIDALIA, LA., *April* 29, 1864.

Guards and pickets: Pass one man, one valise, out of the lines on to Natches. od for one day.

LOUIS F. BIERWIRTH,
Lieutenant and Provost Marshal.

Issued by J. P. E. Condrain.
Filed September 18, 1865.

GEORGE P. BOWEN, *Clerk.*

Exhibit No. 5, referred to in deposition of Jules Le More.

[Pass. No.—.]

OFFICE OF PROVOST-MARSI
Natchez, Miss., April

Pass Mr. J. Le More, of New Orleans, from Natchez to New Orleans.
This pass is given upon the parole of honor of the holder that he will in n information, countenance, aid or support to the so-called Confederate Gov States.

J. H. PARKER,
Lieutenant and Provost-

By Monahan.
Filed September 18, 1865.

GEO. P. BOWE

Exhibit No. 6, referred to in deposition of Jules Le More.

[Pass. No.—.]

PROVOST-MARSHAL'S OFI
New Orleans, August

Pass Mr. Jules Le More, of N. O., from New Orleans to New York, stea Sowder.
This pass is given upon the parole of honor of the holder that he will give information, countenance, aid, or support to the so-called Confedera ment or States.

ROBERT F. DUNH
Capt., A. D. C., and Provost-

Filed September 18, 1865.

GEO. P. BOWE

Exhibit No. 7, referred to in deposition of Jules Le More.

[Pass. No.—.]

HEADQUARTERS DEPARTMENT OF THE GULF,
OFFICE PROVOST-MARSHAL-GENE
New Orleans, Decemba

Pass Mr. J. Le More, wife, and servant, of France, from New Orleans to per steamer Guiding Star.
This pass is given upon the parole of honor of the holder that he will give information, countenance, aid, or support to the so-called Confedera ment or States.
By order of Col. Harai Robinson, provost-marshal-general.

HENRY C. WELLCO
Lieutenant and A.

Filed September 18, 1865.

GEO. P. BOWE

Exhibit No. 8, referred to in deposition of Jules Le More.

CONSULATE DE FRANCE, A LA NOUVELLE-ORLÉ
N'lle-Orléans, 20 juil

MON CHER MONSIEUR: Suivant le désir que vous m'en avez exprimé presse de venir déclarer:
Que j'ai eu l'honneur de vous connaître comme un des membres de la ma çaise, E. Gantherin & Cie., de cette ville, que cette maison dont les centre étaient Mons. E. Gantherin et Mons. Alfred More, votre frère, et qui s'est crois, en janvier 1863, a toujours passé pour une des plus importantes et d spectables sur la place de la N'lle-Orléans, que personnellement vous ave joui ici de la considération générale comme homme et comme négociant. Q français * * * qu'il y a deux années environ vous avez quitte cetté vous rendre au Mexique, et que revenu seulement vers le mois d'avril de vous êtes marié avec une jeune personne appartenant à une des plus ancie plus honorables du pays.
Voila, mon cher Monsieur, ce que je sais de la maison E. Gantherin &

vous-même. Si ces informations, connues, d'ailleurs, de tous, peuvent vous être de quelques avantages, j'e m'estimerai heureux de l'occasion qui m'a permis de les écrire et de les signer et d'y joindre l'expression de mes sentiments les plus distingués.

Le Gérant du Consulat—

FANCONNET.

Monsieur JULES LE MORE.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

[Translation.]

CONSULATE OF FRANCE, IN NEW ORLEANS,
New Orleans, July 20, 1865.

MY DEAR SIR: In accordance with the desire you have expressed to me, I hasten to say:

That I have had the honor to know you as a partner in the French firm E. Gantherin & Co., in this city. That this firm, of whom the other partners were Mr. E. Gantherin and Mr. Alfred Le More, and which dissolved partnership, I think, in January, 1863, has always passed for one of the most important and most respectable of the city of New Orleans. That personally you have always enjoyed general consideration here, both as a man and a merchant. That being by birth a French subject * * * That about two years ago you left this city for Mexico, and that, coming back here only about last April, you married a young lady from one of the most ancient and honorable families in this country.

This is, my dear sir, what I know concerning the firm of E. Gantherin & Co. and yourself.

If these statements, known to everybody, can be of any service to you, I shall esteem myself happy that the opportunity has been afforded to me of writing and signing them, and of adding the expression of my distinguished regard.

The acting consul—

FANCONNET.

Mr. JULES LE MORE.

Exhibit No. 9, referred to in deposition of Jules Le More.

STATE OF LOUISIANA,
City of New Orleans:

We, the undersigned residents of the city of New Orleans, State of Louisiana, do hereby certify that we have known for many years past Mr. Jules Le More, in the city of New Orleans. That that gentlemen was one of the three partners of the firm of E. Gantherin & Co., a French commercial house of the highest respectability, doing business in this city, but which has been dissolved since the 1st January, 1863.

That said Mr. Jules Le More is a French subject, has never been naturalized, and has always had, in this community, the reputation of a gentleman of honor, integrity, and honesty, both in his private and commercial transactions. That about two years ago he left this city for Mexico, on board of the steamer Melville, being then a bachelor, since which time he has not resided in this city.

About six months ago Mr. Jules Le More returned here and was married to a young lady belonging to one of the oldest and most respectable families in this city.

PLACIDE FORSTALL, *President Star Mutual Insurance Company.*
G. CRUZAT, *Cashier Mechanics' and Traders' Bank.*
C. ROSELIUS, J. M. LAFEYRE, AR. MILTENBERGER.
CH. SAGURES, *President Merchants' Mutual Insurance Company.*
J. TUYES, *President New Orleans Mutual Insurance Company.*
H. CASTURELL, *Secretary Citizens' Mutual Insurance Company.*
GEORGE A. FRENCH, *Cashier.*
O. GALLARD, *President Citizens' Mutual Insurance Company.*
JNO. G. GAINS, *President Citizens' Bank.*
EDW. J. FORSTALL.

U. S. MARSHAL'S OFFICE, EASTERN DISTRICT OF LOUISIANA,
New Orleans, July 28, 1865.

At the request of Mr. Jules Le More, I hereby certify that all the persons who have signed the within certificate are well and personally known to me; that they are respectable citizens, entitled as such to respect and confidence.

CUTHBERT BULLITT.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 10, referred to in deposition of Jules Le More.

STATE OF LOUISIANA,
City of New Orleans:

We, the undersigned, do hereby declare and certify that we know by reputation Messrs. Alfred and Jules Le More, French subjects, doing business in this city up to about three years ago; that from what we have heard from persons knowing them and dealing with them, these two gentlemen's general reputation as to honesty, integrity, and uprightness stood high in this community; that both of these gentlemen were the only two parties with Mr. E. Gantherin, composing the commercial house of E. Gantherin & Co., a house which, for respectability and honesty, also ranked high in this community.

CONVERSE & KENNET.	AR. MILTENBERGER.
J. H. KENNEDY & CO.	M. J. NEWMAN.
C. ROSELIUS.	JOHN S. WALLIS & CO.
J. M. LAPEYRE.	B. P. ETHELL.
E. S. KEEP.	JNO. J. CAMPIEN.

U. S. MARSHAL'S OFFICE, EASTERN DISTRICT OF LOUISIANA.
New Orleans, July 28, 1864.

At the request of Mr. Jules Le More, I hereby certify that all the persons who have signed the within certificate are well and personally known to me; that they are respectable citizens, entitled as such to respect and confidence.

CUTHBERT BULLITT.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit O, referred to in deposition of Jules Le More.

[Headquarters trans-Mississippi Department, office of the Cotton Bureau.]

SHREVEPORT, *December* 29, 1864.

I hereby certify that the 830 bales of cotton marked "Simmons," or "Tatum Simmons," said to have been seized by Lieut. Commander J. P. Foster, on the Ouachita River, from the Simmons plantation, on the 8th of April, 1864, were, at the time of seizure, the *bona fide* property of Messrs. G. A. Le More & Co., of Havre, France, the same, I am credibly informed, having been purchased by Jules Le More from L. Queyrouse, agent of P. Garcia.

W. A. BROADWELL, *Lt. Col.*

Witness:
A. E. LASSALLE.

STATE OF LOUISIANA,
Parish of Caddo:

Before me came W. A. Broadwell, and acknowledged he signed the within certificate for the purpose therein contained.

In faith whereof I grant this under my hand and seal of office, at Shreveport, La., this fifth January, 1865.

[L. S.]

J. H. PITTS,
Recorder and ex-officio Notary Public.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Fred Engster, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 5th day of August, A. D. 1865.

Int. 1. Where do you reside?—A. I reside in New Orleans, La.

Int. 2. Where were you born?—A. I was born in Switzerland.

Int. 3. What position, if any, do you hold in the city of New Orleans, La.?—A. I am acting consul for Switzerland. I am a merchant by occupation.

Int. 4. Are you acquainted with Mr. Jules Le More?—A. Yes, I am acquainted with Mr. Jules Le More; I have known him intimately for more than a year, and a number of years by reputation.

Int. 5. What is his domicile since you have known him?—A. He has had no fixed domicile since I have known him personally.

Int. 6. What is the character which Mr. Jules Le More has borne heretofore?—A. I have known Mr. Jules Le More's character to be that of a gentleman of undoubted

integrity, both in his private and business capacity. I have always heard him spoken of by those who knew him, to be a man of strict integrity and honor.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of J. T. Simmons, taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 19th day of August, A. D. 1865.

J. T. SIMMONS was again called by Withenbury & Doyle.

Int. 1. When was the mark C. S. A. put on the cotton that you sold C. G. Young, agent of the Confederate States?—A. The mark C. S. A. was put on the cotton within a few days after the sale to C. G. Young, agent of the Confederate States.

Int. 2. Was any of said cotton ever afterwards marked C. S. A. for any purpose?—A. Not that I aware of.

Int. 3. Do you know from your conversation with Le More, or any other person who professed to know, what was the consideration Le More paid for this cotton?—A. I do not know from any conversation I had with Le More, or any one else who professed to know, was the consideration Le More paid for this cotton.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Leon Queyrouse, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 22d day of August, A. D. 1865

Int. 1. Are you acquainted with Jules Le More or not? How long have you known him?—A. Yes; I am acquainted with Jules Le More; I have known him between fifteen and eighteen years.

Int. 2. Did you ever sell him any cotton? If aye, how many bales, and at what price?—A. Yes; I sold Mr. Le More 830 bales of cotton; I sold it to him at the price of $160 per bale.

Int. 3. Was he acting for himself in the purchase of this cotton, or as the agent of another? If he was the agent of any one, state for whom he was agent.—A. He was the agent of other parties; he was the agent of G. A. Le More & Co., of Havre, France.

Int. 4. If you say you sold Le More any cotton, state where the cotton was when you sold it. Did you, or did you not, deliver the cotton to him? How long did it remain in his possession, and what became of the cotton?—A. The cotton sold to Le More was on the Simmons plantation, in the parish of Caldwell, State of Louisiana, when I sold it to him; I delivered it to him. He had possession of the cotton about a month after I sold it to him, when it was seized by the United States gunboat fleet, commanded by Lieutenant Commanding Foster.

Int. 5. Did he pay you for this cotton, and in what currency?—A. Yes, he paid me for this cotton; he paid me in United States Treasury notes.

Int. 6. Who delivered the cotton to you, and where was it done?—A. It was delivered to me by Major Buckner, about 22 miles below Monroe, in various parcels and places, on the Simmons plantation—on Dr. Simmons's plantation.

Int. 7. From whom did you acquire this cotton, and how did you acquire it?—A. I acquired this cotton from the Confederate States authorities; it was delivered to me, and sold to me in lieu of 415 bales of cotton that the said Confederate States authories had taken or impressed from me at Brownsville, Tex. The said authorities give me two bales for one, that is, they deliver to me two bales in Louisiana for one bale at Brownsville; and this was the rule upon which they acted in all such cases.

Int. 8. Did, or did not, Mr. J. Le More know from you had acquired the cotton? State your reason for answering as you do this question.—A. No, he did not; I told him I had purchased it from planters, because, from his declaration to me, I knew that he would not buy my cotton if he had known that I acquired it from the Confederate States. As I needed money, I was anxious to sell, and as I believed there would be no difficulty in regard to the cotton, as my title was complete.

Int. 9. What subterfuge, if any, did you resort to, to conceal the fact that you had acquired the cotton you sold him from the so-called Confederate States? Why did you do so?—A I told him that the cotton belonged to one P. Garcia, and that I was his agent. I have stated in my previous answer the reason I resorted to the subterfuge of representing myself as the agent of P. Garcia, a Mexican—in the hope of more completely satisfying Mr. Le More.

Int. 10. Of what country are you a native? Where were you residing at the time you sold the cotton to Le More?

Int. 11. Have you any reason to know that Le More believed you were neutral in the civil war then raging in the United States?—A. Yes, from my declarations to him, and from the fact of my being a Frenchman.

Int. 12. Was or was not the cotton moved after you sold to Le More? If so, by whom, under whose order, and for what purpose? Who paid for said hauling?—A. Yes, it was moved after I sold to Le More. It was moved by J. Wintzel and J. Pargoud, who acted under the orders of J. Le More. It was moved for the purpose of being shipped to New Orleans. It was hauled from the back part of the plantation to the river. Mr. J. Le More paid for the hauling.

Int. 13. Did or did not Dr. Simmons consent to Le More taking possession and control of the cotton?—A. He did, and assisted Mr. Le More in getting the cotton ready for shipment.

Int. 14. Who raised said cotton?—A. I understood from Dr. Simmons and others that this cotton was raised on the Simmons plantation, in the parish of Caldwell, in the State of Louisiana, on the Ouachita River. The cotton was stored in different places on this plantation.

Int. 15. Who is John A. Buckner? What position did he hold in the trans-Mississippi department, under the so called Confederate States?—A. He was major on the staff of General E. Kirby Smith, and had charge of the cotton claimed by the Confederate States in the Ouachita country. He was acting in that capacity when he delivered the cotton to me.

Int. 16. Who is Wm. A. Broadwell? What position did he hold in the trans-Mississippi department, under the so-called Confederate States?—A. Wm. A. Broadwell had the title of lieutenant-colonel, and was the chief of the cotton bureau in the trans-Mississippi department, under the so-called Confederate States.

Int. 17. Was you acquainted with John Pargoud or not? Is he living or dead? Of what country was he a native? Did he, or did he not, participate in the late insurrection?—A. I was acquainted with John Pargoud; he is dead; he was a native of France; he did not participate in the late insurrection.

Int. 18. Did he, or did he not, sell any cotton to J. Le More, agent of G. A. Le More & Co.? If yea, how many bales were sold? What was the price paid? Where was the cotton? Was it ever delivered to J. Le More or not? What became of it? Was the cotton marked or not, and by whom, and how?—A. Yes, John Pargoud sold to J. Le More, agent of G. A. Le More & Co., some cotton. He sold him about two hundred and sixty or two hundred and seventy bales. The price paid by J. Le More, agent, was $160 per bale. The cotton was on the river bank in front of Mr. Lezare's plantation. It was delivered by J. Pargoud, the vendor, to J. Le More. It was seized by the fleet of gunboats that ascended the Ouachita River, under command of Lieutenant Commander Foster. The cotton was marked. It was marked by Mr. J. Le More himself; it was marked "L. M."; part of it was marked with red paint.

Int. 19. How did you derive your information in regard to this sale? In what currency was the price paid?—A. I was present when Mr. John Pargoud sold the cotton to Mr. J. Le More, agent of G. A. Le More & Co. The price was paid in United States Treasury notes.

Int. 20. Are you acquainted with A. Lazare?—A. Yes, I am acquainted with A. Lazare.

Int. 21. Do you know anything of a sale made by him of cotton to J. Le More, agent of G. A. Le More & Co.? State what you know in regard to this sale.—Yes, I know of a sale of cotton by Mr. Lazare to J. Le More, agent of G. A. Le More & Co. Mr. Lazare sold to him fifty-nine bales of cotton, at $160 per bale, which was paid by J. Le More, agent of G. A. Le More & Co., to Mr. A. Lazare in United States Treasury notes.

Int. 22. Was or was not this cotton delivered to J. Le More, agent of G. A. Le More & Co.? What became of it?—A. Yes, the cotton was delivered by A. Lazare to J. Le More, agent of G. A. Le More & Co., and marked by J. Le More "L. M." It was afterwards seized by the gunboats under command of Lieutenant Commander Foster, in the Ouachita River.

Cross-interrogatories in behalf of the United States:

Cross-int. 1. What is your name, your age, and where did you live at the commencement of the rebellion?—A. My name is Leon Querouze; I am 47 years old; I lived in New Orleans when the rebellion commenced.

Cross-int. 2. How long had you lived in New Orleans previous to the rebellion, and had you ever been naturalized as a citizen of the United States?—A. I arrived in New Orleans in 1831; I left New Orleans in November, 1862. I have been naturalized.

Cross-int. 3. Have you ever taken the amnesty oath of 29th May, 1865, or any previous amnesty oath?—A. I have taken the amnesty oath, a copy of which is hereto annexed. I applied to the provost marshal at Brownsville, Tex., and he administered the oath, of which the annexed is a true copy, Exhibit No. 12. I have also taken the oath before C. Delery, J. P. for Ouachita parish, Louisiana, a copy of which is also annexed, marked Exhibit No. 11.

Cross-int. 4. Was the export duty charged by the so-called Confederate States ever paid by Le More or not? If yea, by whom was said duty paid, and to whom?—A. Yes; the export duty charged by the so-called Confederate States was paid by Mr.

Le More to the chief of the cotton bureau of the trans-Mississippi department, Lieut. Col. W. A. Broadwell.

Cross-int. 5. Did you come here at the request of Mr. Le More to give testimony in this case? If so, from what point?—A. A few days after my arrival in New Orleans Mr. Le More requested me to come to Monroe and give my testimony in this case. He told me that no commission had been sent to New Orleans to take my testimony, but that one had been sent to Monroe, and requested me to come to Monroe and have my testimony taken under the commission that had been sent to Monroe. There had also been, as I was informed by him, a commission sent to take my testimony to Matamoros, Mexico, which I did not hear of previous to my leaving Matamoros. I came direct from Matamoros to New Orleans, and arrived in New Orleans on or about the 8th of August, instant.

Cross-int. 6. Have you interest, direct or indirect, of any kind, in any of the cotton you sold to Le More, or in any of the cotton sold to Le More either by John Pargoud or A. Lazare—that is, the cotton about which you have testified in your examinations in chief; or are you to receive any compensation of any kind for giving testimony in this case?—A. I have no interest, direct or indirect, of any kind, in any of the cotton sold by myself to Le More, nor that sold him by John Pargoud or A. Lazare. I am not to receive any compensation of any kind for giving testimony in this case.

Cross-int. 7. Did Mr. Le More examine the cotton in the cotton-houses before or at the time you delivered it to him—that is, the cotton on the Simmons plantation?—A. Either before or at the time the cotton on the Simmons plantation was delivered to Mr. Le More he inspected the cotton. He did not examine it bale by bale, but looked at it as it was in the houses.

Cross-int. 8. When and where did Le More pay the export duty on the cotton?—A. The export duty was paid by Le More at Shreveport, some time in March, 1864.

Interrogatories in chief by the counsel of G. A. Le More & Co.:

Int. 1. Do you know whether Le More sent to New Orleans to get a permit from the Federal authorities to ship the cotton?—A. Yes; I know that he sent to New Orleans to get a permit to ship the cotton.

Int. 2. Did he get the permit?—A. No; he did not get the permit. He sent two messengers to New Orleans to get the permit. The cotton was seized by the gunboats before either of the messengers returned.

Int. 3. Was there a permit procured for Le More from the so-called Confederate States to ship the cotton? If so, by whom was it procured, and why was the permit granted?—A. There was a permit procured from the so-called Confederate States to ship the cotton. The permit was procured by me, as I had already a permit to ship 415 bales that had been impressed from me at Brownsville, Tex. A permit was, as a matter of right, granted to ship the 830 bales sold by me to Le More. I had stated to Le More that if he purchased my cotton, I had it in my power to procure a permit from the authorities of the so-called Confederate States to ship the cotton out of their lines.

Int. 4. Had you any knowledge, at the time you acquired the cotton from the so-called Confederate States, or at the time you sold to Le More, or at any time prior to the surrender of the so-called Confederate States armies, of the act of the Congress of the United States, approved July 17, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes?"—A. No; I had no knowledge of any such act at the time I acquired the cotton, nor when I sold it to Le More, nor at any time prior to the surrender of the so-called Confederate States, nor until now.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 11, *referred to in deposition of Leon Querouze.*

No. 4.—Amnesty oath.

I do solemnly swear or affirm, in the presence of Almighty God, that I will henceforth faithfully defend the Constitution of the United States and the Union of States thereunder, and that I will, in like manner, abide by and faithfully support all laws and proclamations which have been made during the existing rebellion with reference to the emancipation of slaves. So help me God.

LEON QUEROUZE.

Sworn to and subscribed before me this 22d day of August, A. D. 1865.

CHAS. DELERY,
Justice of the Peace in and for the Parish of Ouachita, La.

A true copy.

CHAS. DELERY,
Justice of the Peace.

Filed September 18, 1865.

GEO. P. BOWEN, Clerk.

Exhibit No. 12, referred to in deposition of Leon Querouze.

OFFICE PROVOST MARSHAL, DEPARTMENT OF THE GULF,
Brownsville, Tex., July 14, 1865.

I, Leon Queyrouse, a citizen of the State of Louisiana, C. S., do solemnly swear, i the presence of Almighty God, that I will henceforth faithfully support, protect, an defend the Constitution of the United States, and the union of the States thereun der; and that I will, in like manner, abide by and faithfully support all acts of Con gress passed during the existing rebellion with reference to slaves, so long and so fa as not repealed, modified or held void by Congress or by decision of the Suprem Court; and that I will, in like manner, abide by and faithfully support all proclama tions of the President, made during the existing rebellion, having reference to slaves so long and so far as not modified or declared void by decision of Supreme Court. S help me God.

LEON QUEYROUSE.

Sworn to and subscribed before me this 14th day of July, 1865.

The above-named has dark complexion, brown hair, gray eyes, aged 47 years, an is 5 feet 5 inches high.

W. T. DICKER,
Lieutenant Nineteenth A. D. C. and Assistant Provost Marshal.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Alexander Lazarre, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Moroe, Louisiana, on the 23d day of August, A. D. 1865.

Int. 1. Are you acquainted with Jules Le More?—A. Yes, I am acquainted with Jules Le More.

Int. 2. Did he or did he not, as agent of G. A. Le More & Co., buy any cotton from you?—If aye, how many bales? What price did he pay for it, and in what currency?—A. Yes; he bought cotton from me for G. A. Le More & Co., as their agent. He bought 59 bales from me. He paid me $160 per bale. He paid me in United States currency.

Int. 3. Was the cotton delivered to him? Where was it delivered to him? How was it marked before it was delivered to him? How was it marked after it was delivered to Le More? Who received said cotton?—A. The cotton was delivered to Le More. It was delivered to him at lower side of my plantation, on the Ouachita River, in the parish of Ouachita, Louisiana. The cotton was marked A. Lazare, with the exception of four or five bales, which was not marked at all before it was delivered to him. After it was delivered to Le More it was marked "L. M."; it was marked in red "L. M." The cotton was received by Mr. Jules Le More in person.

Int. 4. How was it marked after the Federals took the cotton? What became of the cotton?—A. While the gunboats taking the cotton on the boats, I walked down to the cotton; I was told by one of the officers that they had found some of the cotton marked "C. S. A." I told them that could not be, as I had hauled the cotton there only a day or two before, and none of it was so marked when I hauled it. I had marked nearly all the cotton in my own name, A. Lazare; that Le More had marked it "L. M." In looking over the cotton, I saw one bale marked "C. S. A." From the appearance of the ink and mark I think that mark had just been put on the bale. The Federals were marking the cottons "U. S. N." The cotton was taken by the gunboats under command of Lieutenant-Commander Foster.

Int. 5. Were you in favor of secession? Did you participate in the rebellion? Have you taken the amnesty oath? What are you by profession or occupation? Are you of French descent or not?—A. I was not in favor of secession. I did not participate in the rebellion. I have taken the oath of amnesty, as prescribed in the proclamation of President Johnson of the 27th of May, 1865. I am of French descent. I am a planter by occupation.

Int. 6. How old are you, and where do you reside?—A. According to the records I have, I am in my sixtieth year. I reside on the west bank of the Ouachita River, opposite the town of Monroe, in the parish of Ouachita, in the State of Louisiana.

Cross-interrogatories propounded by the counsel of the United States:

Cross-int. 1. Did you ever sell any cotton to the so-called Confederate States, or the State of Louisiana? And did the so-called Confederate States, or the State government, have any claim to any of the cotton you sold to Le More?—*A.* There was a proposition made by the agent of the so-called Confederate States to purchase cotton *from* me, which proposition was accepted by me, on certain conditions, which conditions were never complied with. The sale was never completed, and no cotton was

er delivered. Neither the so-called Confederate States, nor the the State government had or have any claim or right to the cotton I sold to J. Le More, as the agent of .A. Le More & Co. I consented to a sale of some of my cotton to the so-called Conderate States, because of the threats made by the Confederate States authorities to urn the cotton if it was not sold to the Confederate States, and I hoped to save my otton thereby, and did save it.

Interrogatories in chief propounded by the counsel of G. A. Le More & Co.:

Int. 1. Had you any knowledge, at the time you sold to G. A. Le More & Co., of the ct of Congress of the United States, approved July 17, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes"?—A. No; I had no knowledge of such an act at he time I sold to G. A. Le More & Co. I don't think it was published in this country. I never saw it published.

Recalled by the counsel for the United States:

Int. 1. Have you any interest in the cotton about which you have testified, or any nterest in the event of this suit?—A. I have no interest, either direct or indirect, in he cotton about which I have testified. I have no interest in the event of this suit.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Joseph Pargoud, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 23d day of August, A. D. 1865.

Int. 1. Are you acquainted with Jules Le More?—A. Yes, I am acquainted with ules Le More.

Int. 2. Were you acquainted with John Pargoud? Is he dead or living? What relation was he to you?—A. I was acquainted with John Pargoud; he is now dead; e was my brother.

Int. 3. Did John Pargoud ever sell any cotton to Jules Le More, agent to G. A. Le lore & Co. If aye, how many bales? At what price, and in what currency was e price paid?—A. Yes, John Pargoud sold cotton to Jules Le More, as the agent of .A. Le More & Co. He sold to him between 200 and 300 bales; 264, I think. I don't ow recollect the exact price; I think, as well as I can remember, it was $160 per ale The price was paid in greenbacks.

Int. 4. Was the cotton delivered to Le More or not? When was the cotton delivered to Le More? What became of the cotton?—A. Yes; the cotton was delivered to e More. The cotton was delivered to Le More on the west bank of the Ouachita iver, on the land of A. Lazare. The cotton was taken by the fleet of United States unboats, under command of Lieutenant Commander Foster.

Int. 5. Was John Pargoud a citizen of the United States or not? Did he ever parcipate in the late rebellion? Was he, or not, naturalized? Of what country was e a citizen?—A. John Pargoud was not a citizen of the United States. He did not articipate in the late rebellion. He was not a naturalized citizen of the United tates. He was a native of Savoy, and citizen of France.

Int. 6. Who hauled the cotton which Le More bought from Queyrouze, on the Simons plantation? Who paid for said hauling?—A. The cotton bought by Le More om Queyrouze, situated on the Simmons plantation, was hauled from the plantation the river bank by my brother, John Pargoud, and John Wentzell. The hauling as paid for by Jules Le More in greenbacks.

Cross-interrogatories by the counsel for the United States:

Cross-int. 1. Have you been naturalized a citizen of the United States?—A. I have een naturalized a citizen of the United States.

Cross-int. 2. Have you taken the amnesty oath as prescribed by the President of he United States, of the 29th May, 1865?—A. I have taken the oath of amnesty prescribed by the President of the United States, in his proclamation of the 29th May, 1865.

Cross-int. 3. Have you any interest, direct or indirect, in the event of this suit?—A. have no interest in the event of this suit.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of John Wentzell, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 23d and 24th days of August, A. D. 1865.

Int. 1. How old are you, and where do you reside?—A. I am thirty-four years of ge; I reside about three miles from Monroe, in the the parish of Ouachita, in the tate of Louisiana.

Int. 2. Who hauled the cotton bought by Le More from Queyrouze, situated on the Simmons plantation? Who employed you to haul said cotton? Who paid for said hauling; and what price, and in what currency was it paid?—A. The cotton that Le More bought from Queyrouze on the Simmons plantation was hauled from the different houses on the plantation to the river bank by the teams that belonged to John Pargoud and myself. I superintended the hauling in person. Jules Le More employed John Pargoud and myself, jointly, to haul the said cotton. Jules Le More paid us for the hauling. He paid us $1 per bale in greenbacks.

Int. 3. Was any one employed by Le More to mark the cotton for Le More? If aye, who was so employed? and had any of the cotton been marked for Le More, and what was the mark?—A. Yes, J. T. Simmons was employed by Jules Le More to mark the cotton for him. Some of the cotton, I think, had been marked by Simmons. Before I left, Simmons was ranking of the cotton, and marking it for Le More. The mark put on the cotton by Simmons for Le More was "L. M."

Int. 4. Was Le More on the place, at any time, during the time you were hauling the cotton to the river bank?—A. Yes. He went there with me before I commenced hauling, and he came there during the time I was hauling the cotton; he was there looking after the cotton.

Int. 5. Did J. Le More ever reside in this neighborhood? Was he a stranger in this neighborhood in March, 1864? When did he come to this neighborhood?—A. Jules Le More never resided in this neighborhood, to my knowledge. He was a stranger in this neighborhood in March, 1864. He came in this neighborhood in March, 1864, and remained in this neighborhood at that time about two months.

Int. 6. Did J. Le More speak English well or imperfectly?—A. Jules Le More did not speak English well; he spoke English imperfectly.

Cross-interrogatories by the counsel of the United States:

Cross-int. 1. Have you any interest, directly or indirectly, in the event of this suit?—A. I have none.

Cross-int. 2. Have you taken the oath prescribed by the President in his proclamation of the 29th May, 1865?—A. I have taken the amnesty oath prescribed by President Johnson, of the 29th May, 1865.

Recalled by counsel for G. A. Le More & Co.:

Int. 1. Did you, or did you not, sell any cotton to John Pargoud? If aye, how many bales? Who raised the cotton which said John Pargoud sold to G. A. Le More & Co.? What mark, if any, did the cotton have?—A. Yes, I sold cotton to John Pargoud. I sold him three hundred bales. I raised the cotton which John Pargoud sold to G. A. Le More & Co. The cotton that was marked was marked "S. W. Downs," which is the plantation mark of my plantation.

Int. 2. What became of the cotton?—A. Part of the cotton which I sold him was taken by the gunboats under command of Lt. Commander Foster.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Solomon Wentzell Downs, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 24th day of August, A. D. 1865.

Int. I Was you present at an interview between Captain Foster, of the United States fleet of gunboats, and Jules Le More, in regard to cotton then being put on board of the United States transports?—A. I was present at an interview between Captain Foster, of the United States fleet of gunboats, and Jules Le More, in regard to cotton then being put on the transports.

Int. 2. Did, or did not, Le More admit that he had paid for the cotton in gold?—A. He said he had paid the export duties in gold.

Int. 3. Did he say he had paid for the cotton with gray cloth?—A. No; he said he had not given gray cloth for this cotton.

Cross-interrogatories by the counsel for the United States:

Cross-int. 1. State particularly when the interview between Captain Foster and Jules Le More, of which you have spoken, took place.—A. The interview between Captain Foster and Jules Le More took place while the United States fleet of gunboats was lying at Monroe, in April, 1864. Jules Le More, Lorenzo Hawkins, and I got in a skiff at the landing at Monroe, and went to the gunboat Lafayette, and Le More inquired for Captain Foster. He was informed by the officers that Captain Foster was down on the gunboat Choctaw. We then went down to the Choctaw in the skiff. When we arrived at the Choctaw, Mr. Le More inquired for Captain Foster. Captain Foster came forward, and the interview detailed by me in my examination

chief took place. Captain Foster stood on the deck of the gunboat Choctaw, and More remained in the skiff during the interview.

Cross-int. 2. Have you taken the amnesty oath? How old are you? Where do u reside?—A. I have taken the amnesty oath prescribed by the President of the nited States in his proclamation of the 29th May, 1865. I am 18 years of age. I side two miles below Monroe, on the Ouachita River, in the parish of Ouachita, ouisiana.

Cross-int. 3. Have you any interest, either direct or indirect, in the event of this uit?—A. I have no interest, either direct or indirect, in the event of this suit.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

eposition of John Ray, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 24th day of August. A. D. 1865.

Int. 1. What is your profession? Are you practicing your profession or not?—A. am a lawyer by profession. I have been practicing my profession in this place the ast twenty-six years.

Int. 2. Is a verbal sale of cotton, accompanied by delivery, valid by the laws of ouisiana or not?—A. Yes; a verbal sale of cotton, or other personal property, is, by he laws of Louisiana, valid when accompanied by delivery.

Int. 3. Are you acquainted with A. Lazare, John Pargoud, Dr. John T. Simmons, . Queyronze, John Wentzell, S. W. Downs, and Joe Pargoud? Are they men of robity and integrity, or not? State what their standing is, respectively, in the ommunity where they live.—A. I am well acquainted with all the individuals named n the interrogatory except L. Queyronze. I have been acquainted with them for nany years. They are all men of good property in this country, and men of high tanding, and their character for truth and veracity has never been questioned. John 'argoud has been dead about a year. I knew L. Queyronze as a merchant in the ity of New Orleans several years ago, and from whom I occasionally purchased mer-handise; beside that, I saw him here in 1864, and again here within the last week. He never lived in the community in which I live. I have no means of knowing his haracter for truth and veracity in the community where he lived. I never heard anything derogatory to his standing and character.

Int. 4. Did you see Jules Le More at the Simmons plantation? What was he doing here when you saw him? What was his business there?—A. I saw Jules Le More at he Simmons plantation a few days before the gunboats came up the Ouachita and ook the cotton. He was engaged about the cotton pile, looking after it. His busi-ness seemed to be to look after the cotton. I thought he was engaged in marking the otton.

Int. 5. Was or was not Jules Le More a stranger in the neighborhood of Monroe in he spring of 1864?—A. The first time I ever saw Jules Le More was in the spring of 864. I think he was a stranger in this neighborhood in the spring of 1864.

Int. 6. Is a verbal sale of cotton or other personal property, unaccompanied by de-ivery, valid or not by the laws of Louisiana?—A. A verbal sale of cotton or other ersonal property, without delivery, is not valid as to third persons, without notice, ccording to the laws of Louisiana.

Int. 7. What position did W. A. Broadwell hold in the trans-Mississippi department, nder the so-called Confederate States Government?—A. W. A. Broadwell was lieu-enant-colonel and chief of the cotton bureau established in the trans Mississippi de-artment. I know so from seeing the order creating the bureau, and his appointment s chief of the bureau, as published in the papers; and I also know that he was rec-gnized in that capacity by the military authorities of the so-called Confederate States.

Int. 8. What position did John A. Buckner hold in the trans-Mississippi depart-ent, under the so-called Confederate States?—A. John A. Buckner was major on the taff of General E. Kirby Smith and agent of the cotton bureau, and had charge of all he cottons claimed by the so-called Confederate States in the Ouachita Valley, in he State of Louisiana.

Filed September 18, 1865.

GEO. P. BOWEN, *Clerk.*

eposition of John A. Buckner, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office, in the city of New Orleans, La., on the 19th day of August, A. D. 1865.

Question 1. What is your name, age, and profession?—Answer. John A. Buckner; ged thirty-three years; profession, planter.

Q. 2. Did you, or did you not, hold any office under the Confederate States Govern-ent, in the Washita Valley, during the years 1863 or 1864, or any portion of them?—

A. I did. I was assistant inspector-general on the staff of General E. Kirby Smith, under orders to deliver cotton sold by the cotton bureau, from December, 1863, to April, 1865.

Q. 3. Did you, or did you not, in your official capacity, deliver any quantity of cotton to Mr. Léon Querouze, or any other person, in the fore part of 1864? And if yea, from what plantation or place was said cotton taken from?—A. Under orders from the cotton bureau, I delivered Mr. Léon Querouze 830 bales of cotton in the latter part of February, 1864, from the Simmons plantation, and took his receipt for the same. I do not know what has become of the receipt.

Q. 4. Have you, or not, any knowledge of transfer of cotton belonging to the Louisiana State Bank from Red River for corresponding amount of cotton on the Washita River? And if yea, state to your knowledge what has become of said transfer; and if annulled or otherwise, state the reason why.—A. There was a transfer of the Louisiana State Bank cotton on Red River made by the cotton bureau for a corresponding amount of Confederate States cotton in the Washita Valley. To the best of my recollection the number of such bales of cotton was 12,000, more or less. Owing to the burning of the cotton in the Washita Valley by military order, the transfer was annulled.

Q. 5. State whether you know, or do not know, what has become of the cotton of the Louisiana State Bank on Red River. Where is it now, or where was it when you last see or heard of it; and if disposed of, by whose orders, and by whom removed?—A. All I know about it is that Mr. Stevenson, the agent of the Louisiana State Bank, told me in the month of July, 1865, that he was shipping his cotton to New Orleans. This was in Shreveport. I inferred from the conversation that the cotton he was speaking about was the bank cotton.

Q. 6. Did, or did not, Mr. Stevenson, as agent of the bank, in conversation with you, set up any claim to the 830 bales delivered to Querouze?—A. He did not.

Q. 7. Was there, or was there not, to your knowledge, any claim set up for said cotton delivered to Querouze, in your official capacity, by Messrs. Withenbury & Doy or any other party?—A. There was no claim set up to me by Messrs. Withenbury Doyle for said cotton. Mr. Ballard stated to me, subsequently to the delivery of the cotton to Mr. Querouze, that he had lien upon that cotton.

Q. 8. Please state whether or not, to your knowledge, payments for steamboats bought, chartered, leased, or seized by the Confederate States Government within the Confederate lines were ever made in cotton; and if not, in what was such payments made, if made at all?—A. I never knew of payments being made in cotton. If paid at all, it was with Confederate bonds or certified accounts.

Q. 9. Have you, or have you not, known one Mr. Andrew W. McKee, within the Confederate lines? If yea, what was his position or occupation under the Confederate States Government? What authority or powers did he have concerning the cotton of the Confederate States?—A. I knew said Andrew W. McKee officially. He was an agent of the treasury department of the Confederate States for the purchase of cotton.

Q. 10. Had, or had not, this Mr. McKee, in his official capacity, any authority whatever on cotton after it was purchased by the Confederate States, and especially in the Washita Valley?—A. I did not know of his having authority to dispose of the Confederate cotton. The cotton bureau established by General Smith was the only authority in the trans-Mississippi department that I knew of.

Cross-examined in behalf of Withenbury & Doyle:

Q. 11. Under what immediate authority were you acting in the disposal of Confederate States treasury department cotton? Had you any authority whatever from the treasury department at Richmond to purchase or dispose of cotton? If so, what was it?—A. My authority was from the cotton bureau, approved by the commanding general of the trans-Mississippi department. I had no authority from the treasury department at Richmond. My authority was from Col. W. A. Broadwell, the chief of the cotton bureau, approved by General E. Kirby Smith.

Q. 12. Who was acting as agent for the Louisiana State Bank in the transfer of cotton you have referred to, and who was agent for the Confederate States in the same transaction?—A. Mr. John A. Stevenson was generally considered the agent, and the only agent, of the Louisiana State Bank, in that region of country. I do not know whether the transfer of the Louisiana State Bank cotton was made by Colonel Broadwell or General Smith.

Q. 13. At what time, and at what particular agency of the cotton bureau, was the transfer made?—A. I do not know the time of the transfer, or at what agency it was made.

Q. 14. Were you ordered to deliver the particular cotton on the Simmons plantation to Querouze, or was it optional with you to deliver that or any other cotton; and were you not hesitating for a considerable time before you finally transferred the 830 bales of the Simmons cotton to Querouze?—A. It was optional with me to deliver that or any other lot of Confederate cotton; I hesitated no longer than what was

necessary in the usual course of business. I gave him this lot of cotton because it was all together, and convenient to the Washita River.

Q. 15. During the time of the negotiation of the Simmons cotton with Querouze, did Mr. Jules Le More go up to Shreveport one or more times to secure this particular cotton; and did he bring from Shreveport any particular documents from the cotton bureau? If so, what were they?—A. There was no delay in the negotiation about the Simmons cotton. When I proposed to deliver the Simmons cotton, it was accepted by Mr. Querouze after he examined the cotton. There were no documents shown me by Mr. Le More from the cotton bureau that I remember.

Q. 16. Who, if anybody, showed you a permit to export this cotton, and in whose favor was the permit written, and from where did the permit emanate?—A. As well as I can recollect, the order directing me to deliver the cotton conveyed with it a permit for it to be shipped out of the Confederate lines; the order and the permit emanated from the cotton bureau.

Q. 17. In whose favor was the permit granted?—A. I do not remember whether the permit was granted in the name of Mr. Querouze or Mr. Le More.

Q. 18. Was the consideration paid by Querouze for this cotton?—A. I do not know; I was only ordered to deliver the cotton.

Q. 19. Did you know of any debts being paid by the Confederate States with cotton? If any, what was the nature of the debts so paid?—A. I did not know of cotton being used to pay for property purchased within the Confederate lines; cotton was used for the purposes of paying for foreign supplies.

Q. 20. Do you know from whom A. W. McKee received his appointment as treasury agent?—A. I do not know positively. He was generally considered as an agent appointed by the treasury department, at Richmond, for the purchasing of cotton.

Q. 21. Was, or was not, the Simmons cotton purchased from Simmons by a treasury agent?—A. I do not know by whom it was purchased.

Q. 22. Did, or did not, Le More & Co., through the cotton bureau established by General E. Kirby Smith, prefer a claim for the value of this cotton, to be sent to Richmond, after it was captured by the United States Navy?—A. I do not know.

Q. 23. Did you know, officially or otherwise, through the cotton bureau at Shreveport, that Le More & Co. furnished supplies to the Confederate States?—A. I have no knowledge of the fact.

Filed September 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Christian Roselius, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, La., on the 26th day of August, A. D. 1865.

Question. You will please state what is your name and occupation.—Answer. My name is Christian Roselius; my age, sixty-two years; occupation, attorney and counsellor at law.

Q. Have you, or have you not, any connection with the Louisiana State Bank since the year 1862; and, if yea, please state what those connections were?—A. On the 20th March, 1865, I was appointed by military authority one of the commissioners for the liquidation of the Louisiana State Bank, and since that time have acted in that capacity. This is my only connection with the bank at any time except having been a stockholder for nearly eighteen years, but had nothing to do with the administration of the bank.

Q. Had you, or had you not, in your official capacity of liquidator, any control or direction of the cotton bought by J. A. Stevenson for the said bank? If yea, please state what power, control, or authority you had in the matter.—A. The commissioners had the sole control of everything connected with the administration of the bank, and among other things of the cotton which had been forwarded to them by John A. Stevenson, the agent appointed for the purchase of cotton for the bank; but of this cotton only 6,200 bales had been received, and this is the only cotton over which the commissioners exercised an immediate control. The balance of the cotton belonging to the bank is in places to which the commissioners have no access, and over which, therefore, they cannot individually exercise any power, nor does deponent know the locality where that cotton at present is.

Q. Had or had not J. A. Stevenson absolute right or authority to sell or exchange the cotton belonging to the bank, or was it necessary that his acts in the premises should be ratified or approved at all by any other person or persons?—A. Since I have been one of the commissioners, no such authority was ever vested in Mr. Stevenson. His authority was limited to the purchasing and forwarding the cotton thus purchased for the bank; but before I became one of the commissioners a resolution on that subject had been passed by the board of directors, the exact purport of which I do not now remember.

Q. Did this resolution which you speak of or the commissioners of the bank give

their consent to the exchange prepared to be made by J. A. Stevenson with the so-called Confederate States, of cotton owned by the bank on Red River, for cotton claimed by the so-called Confederate States on the Washita River?—A. The commissioners never authorized Mr. Stevenson, or anybody else, to enter into any contract whatever with the so-called Confederate States. Whatever resolution may have been passed on that subject, I know nothing about it.

Q. Was or was not that exchange of cotton, above referred to, ever completed or approved by those whose consent was necessary to give it validity?—A. Not, so far as I am informed.

Q. Was or was not, to your knowledge, such a contract in existence, either completed or not? and if yea, was it not repudiated or canceled by the bank, its liquidators or officers?—A. As I have already stated, I do not know of the existence of any such contract.

Q. Have or have not all the sales of cotton made to Grieff & Zunts by the Louisiana State Bank been repudiated by the commissioners of the said bank?—A. A contract was made before I had any connection with the bank as commissioner between Mr. Stevenson and Messrs. Grieff & Zunts, and perhaps with other gentlemen whose name I do not remember, by which Grieff & Zunts obligated themselves to bring this cotton to market, and obtain papers for that purpose, and to pay the bank a certain rate per pound—I think thirty cents a pound, but I am not certain—and the balance of the price for which cotton might be sold was to be theirs, for the trouble of bringing it up and down. After I was appointed, with my colleagues Miltenberger and Lapeyre, and, if I am not mistaken, after a part of the cotton had come down, through our own expense and agency, these gentlemen set up a title to this cotton, under this contract, which the board of commissioners refused to recognize; and the question as to the validity of the rights claimed by them under that contract still remains undetermined—these gentlemen insisting that they have rights under this contract, and commissioners denying the validity of these rights.

Q. Was or was not that sale or transfer to Grieff and Zunts of cotton, among which a certain number of bales was then, and had been raised or cultivated, on Simmons's or Hopewell plantation, simulated?—A. I have no reason to suppose that the contract was simulated, but, on the contrary, the parties intended it as a real contract but I am of opinion that it is not now binding upon the liquidators of the bank, because Messrs. Grieff & Zunts did not comply with the conditions upon which the contract was made, nor do I know on what plantation any part of this cotton was raised.

Q. What were the conditions of said contract? When was it made? When and where, and to whom was the property to be delivered?—A. I cannot answer. The contract is at the bank, and Mr. Lapeyre can exhibit it; I never saw it but once, and I do not recollect its contents particularly.

Q. Where was the cotton situated which the bank owned, on the banks of Red River or the banks of the Washita River?—A. I have already stated, in my answers to previous questions, that I have no knowledge where this cotton was or is, except that portion which came here, and a part of it has been sold, and a part sent to Europe for sale.

Q. Are you acquainted with Mr. Jules Le More? And if yea, what character he borne in this community where he has lived, as to veracity and integrity?—A. I have known Mr. Jules Le More very well, and he has always had the reputation of being a gentleman of truth and honor.

Cross-examination in behalf of the United States:

Q. Did Mr. Jules Le More leave New Orleans after it was surrendered to the Federal forces? If yea, did he leave as a registered enemy, and when did he return?—A. I was not aware that Mr. Jules Le More had left New Orleans permanently, at any time; but if he had, it must be after the Federal forces occupied New Orleans. I never knew him to be a registered enemy, and always believed him to be a Frenchman subject.

Q. Whether the 6,000 bales of cotton spoken of came from Red River or not?—A. That they came from that neighborhood, as I have been informed, and as I should judge from the very great expense of transportation which was paid by us.

Q. Does your knowledge of the cotton claimed by the bank date from your appointment as commissioner?—A. I know nothing of the matter except what has transpired since I have been appointed commissioner.

Filed September 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of John M. Lapeyre, in behalf of G. A. Le More & Co., taken before *Hugh* Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 28th day of August, A. D. 1865.

Question. What is your name, age, residence, and occupation?—Answer. My name is John M. Lapeyre; my age, sixty-four; my occupation, banker.

Q. What connection had you with the Louisiana State Bank since 1862, and had ou any control of the directionof the cotton bought by J. A. Stevenson for the bank? id if yea, what power or authority had you in the matter?—A. At the time, I was esident of the bank, and was so until the month of March last, 1865, and in that pacity I had control, through Mr. Stevenson, of the cotton bought for the bank by id Stevenson.

Q. Had J. A. Stevenson the absolute right or authority to sell or exchange the cotn belonging to the bank, or was it necessary that his acts in the premises be ratified approved of by any other person or persons?—A. Since Stevenson left here to go rough the lines, no communication could be had with him, and, in anticipation of at difficulty, he was, on the start, fully authorized to act as his own judgment might etate in all that had reference to the cotton in question.

Q. Who were the persons whose consent was necessary to give validity to the acts Stevenson, relative to the sale, or exchange, or disposal of this cotton?—A. As to e exchange which took place outside of the lines, the contract was binding by the le act of Stevenson. As to the sale made here, it was approved by me as president the bank, under the resolations of the board of directors.

Q. Did the board of directors of the bank, or the commissioners, since give their conat to the exchange made, or prepared to be made, by Stevenson, with the agent of e so-called Confederate States of cotton owned by the bank on Red River, for cotn claimed by the so-called Confederate States on the Washita River j—A. The action the board of directors in approving of the sale of the cotton on the Washita, proved eir acceptance of the exchange made by Stevenson.

Q. Was that exchange of cotton spoken of, ever completed and approved by the ard of commissioners of the bank appointed by military authority?—A. At the time e exchange was made known to the bank, the board of directors were authorized act under the supervision of the commissioners. The latter were informed of the ansaction, and of the approval of the board of directors, and no objection was raised their part—that is, as to the exchange.

Q. Has not that exchange been since canceled or repudiated by the bank, its dictors, or commissioners?—A. Several months after the exchange took place, seeing e impossibility of reaching the Washita cotton, the agent, John A. Stevenson, anulled the original contract, and took back the original cotton on the Red River, less bout 3,500 bales, which, while the exchange was in force, and whilst under control f Confederate government, had been destroyed or lost, and for which we maintain our laim against the Confederate government.

Q. Have, or have not, all the sales of cotton made by the Louisiana State Bank to Grieff & Zunts, been repudiated by the commissioners of the bank?—A. Yes, as far as the Red River cotton is concerned, but not as to any cotton which we were deprived of by force or by seizure on the Washita, whilst the change of cotton existed.

Q. Was, or was not, the transfer to Grieff & Zuntz of cotton, among which a certain number of bales was located and raised on Simmons's or Hopewell plantation simulated?—A. Where the cotton was raised I am not able to say, but among the cotton transferred by the bank to Grieff & Zunts were 935 bales, located on the plantation of said Simmons. The transfer or sale with Grieff & Zunts was not simulated, but was bona fide. It was aunlled later because it could not be carried into effect to the extent it was expected. This lot of 935 bales of cotton on the Simmons plantations, was part and parcel of cotton transferred to the bank, in exchange of the Red River cotton by the Confederate government.

Q. What was the consideration of said transfer? How was it paid for? When was the sale made? When, where, and to whom was the property delivered?—A. The sale took place in March, 1864, in New Orleans. The consideration to be paid to the bank was 30 cents per pound, free of all duties and expenses, as the cotton was received in New Orleans, the purchasers engaging to bring the cotton at their own expense to the city. Parties went up with John A. Stevenson, agent of the ank, to receive the cotton on the Washita, but owing to the then existing circumstances, no delivery could be made.

Q. Where was the cotton located, which the bank owned, on the Red River or the Washita River?—A. I am unable to designate all the localities, either on the Red River or on the Washita River, where the cotton was situated or located. It was spread over a large tract of country on both rivers, in small lots.

Q. Are you acquainted with Mr. Jules Le More? and what has been, and what is, his general reputation in this community as to veracity and integrity?—A. I have been acquainted with him for several years. I have never heard his integrity or veracity questioned.

Cross-examination in behalf of the United States:

Q. When Stevenson notified you, by letter, that he had canceled the contract for exchange of cotton with the Confederate States authorities, did he make any exception or reservation of any particular lot of cotton on the Washita, in that letter?—

A. No; I do not know even if he was acquainted with the seizure of that cotton by Commodore Porter.

Q. At what time was this first exchange made by Stevenson and the Confederate States authorities?—A. In August, 1863.

Q. Do you know whether the firm of G. A. Le More & Co., claimants, have had any transactions with the so-called Confederate States government, or any officers thereof, in the way of furnishing supplies of any kind to that government, or the officers thereof?—A. I know nothing personally of such transactions: I have heard stated that they did furnish certain cloths and vestings to the Confederate government.

(This question objected to by counsel of Le More & Co., as hearsay evidence.)

Q. Was Jules Le More during the rebellion friendly to the so-called Confederate States government?—A. I do not know. Public rumor was that he had made a contract with the Confederate government, but by what motives he was prompted thereto, I cannot say.

(Objected to on account of its being hearsay evidence.)

Q. What was the character of the funds that the bank used in purchasing the Red River cotton, by Stevenson, agent of the bank?—A. Confederate States treasury notes.

Q Is not the claim of the bank to the cotton in controversy based upon the loss and damage of the bank cotton situated on Red river, while it was under the control of the so-called Confederate States?—A. Yes; because the bank considered they were entitled to compensation for their loss on the Red River out of the Washita cotton as far as they could get hold of it.

Filed September 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Aristide Miltenberger, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 29th day of August, A. D. 1865.

Q. Please state your name, age, and occupation.—A. My name is Aristide Miltenberger; my age is fifty-five years; residence, New Orleans; occupation, commission merchant.

Q. Have you, or have you not, connections with the Louisiana State Bank since the year 1862; and if yea, state what those were?—A. I was commissioner, appointed by the military authorities, to liquidate the affairs of the bank in 1863.

Q. In your capacity of commissioner, had you, or not, control or direction of the cotton bought by J. A. Stevenson, for the bank? and if yea, state what authority you had in the matter.—A. Yes, I had the authority of a commissioner.

Q. Had, or had not, J. A. Stevenson the absolute authority or right to sell or exchange the cotton belonging to the bank, or was it necessary that his acts in the premises should be ratified or approved by any person or persons?—A. I consider that whatever he did was to be approved by the commissioners.

Q. Was the consent of the commissioners of the bank, or other officers, necessary to give validity to the acts of Stevenson for the sale, exchange, or otherwise disposal of the cotton of the Louisiana State Bank, or was the consent of a majority of them sufficient?—A. Stevenson, being on the spot, a certain latitude was of course allowed him. His powers were sufficient to give him authority to sell, exchange, or otherwise dispose of cotton belonging to the bank, subject to the approval of the commissioners. Powers were given to said Stevenson before I was appointed commissioner. The powers given to him were to represent the bank in the best way he could.

Q. How many other commissioners were appointed with you?—A. Two, namely, J. M. Lapeyre and Colonel Dwight, U. S. A.

Q. Did the commissioners give their consent to the exchange made or prepared by J. A. Stevenson, with the agent of the Confederate States, of cotton owned by the bank on Red River, for cotton claimed by the Confederate Sates on the Washita River?—A. Yes, I believe they gave a conditional consent; the condition was that it could be annulled at any time.

Q. Was that exchange ever completed and approved?—A. It was, as far as we could save the cotton.

Q. Was any portion of the cotton on the Washita saved?—A. There was nine hundred and odd bales saved, and taken Cairo by the United States forces.

Q. Was, or was not, the contract of exchange of that cotton, above mentioned, cancelled by the bank?—A. It was not cancelled or repudiated by the bank, so far as the cotton was got, but it was after the nine hundred and odd bales were got.

Q. Were, or were not, all the sales made to Grieff & Zunts by the bank repudiated by the commissioners of the bank?—A. I, for one, did repudiate them. Subsequently Grieff & Zunts came and claimed the cotton received by the bank since June, 1865, but were repudiated by the commissioners, about one or two months after the expedition of General Banks to Red River. I consider the sales to Grieff & Zunts repudiated.

Q. Was, or was not, the sale or transfer to Grieff & Zunts of cotton, among which was a number of bales located and raised on Simmons's or Hopewell plantation, simulated.—A. It was not a simulated sale, but I opposed it.

Q. When was that sale made? what was the consideration? when and where was it made? and to whom was the property delivered?—A. I refer to the agreement between the bank and Grieff & Zunts.

Q. Where was the cotton located which the bank owned on Red River and upon the Washita River located?—A. On Red River and on Washita River.

Q. Are you acquainted with Mr. Jules Le More? and if yea, please state what is his general reputation in this community as to veracity and integrity.—A. I have always considered him as a very honorable person, in all my transactions with him.

Q. Did you, or did you not, receive, some time in March, 1864, from Mr. Jules Le More, a communication asking you to obtain a permit from the Federal authorities at New Orleans to take out from the Washita River certain lots of cotton belonging to G. A. Le More & Co., of Havre, France?

(This question is objected to by Mr. C. S. Kellogg, attending in behalf of the United States, on the ground that the statements of Le More & Co., or their agent, are not testimony. Further ground, communication being in writing, it is not produced.)

A. I received such a communication, but could not obtain permit. Did not act on the communication.

Cross-interrogatories in behalf of the United States:

Q. When did Mr. Jules Le More last leave New Orleans?—A. I do not know.

Q. Did Mr. Jules Le More remain in New Orleans after it was surrendered to the United States forces? If yea, how long did he remain?—A. He was in New Orleans after the surrender of the city to the United States forces, to the best of my knowledge; how long he remained I do not know.

Q. Whether Jules Le More, as agent or otherwise, was engaged in supplying the Confederate States government with any supplies?—A. I know nothing about it; I was in the North.

Q. At what time did the bank repudiate the contract with Grieff and Zunts?—A. About the month of June, 1864, or about one or two months after General Banks went upon his expedition.

Filed September 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Selim Magner, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 30th day of August, A. D. 1865.

Q. What is your name, age, occupation, and residence?—A. Selim Magner; near forty-six years; notary public; and New Orleans.

Q. Do you know Mr. Leon Querouse? What has been his principal occupation in this city? and have you, or not, known him as a member of some of our public institutions here? If yea, state which.—A. I knew him over twenty years; merchant, in the grocery line. He was a director of the Bank of America from its creation, and others, which I do not recollect.

Q. What was his general reputation for veracity and integrity?—A. One of the most honorable men in this community.

Q. In transactions would take his representations as true?—A. I would.

Q. Do you know anything in relation to this suit of the United States *vs.* sundry bales of cotton?—A. I know nothing about it; never heard anything about it.

Filed September 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Augustin Capdevielle, in behalf of G. A. Le Moré & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, La., on the 30th day of August, A. D. 1865.

Q. What is your name, age, occupation, and residence?—A. My name is Augustin Capedevielle; my age is 58; collector of the New Orleans Insurance Company; residence, New Orleans.

Q. Have you known Mr. Leon Queronze? If yea, state how long. Has he been a member of any of our public institutions? and what was his principal occupation?—A. I have known him twenty-eight years; his principal occupation in this city is a merchant in the grocery line. I believe that he was director of the Bank of America and of the Louisiana Mutual Insurance Company.

Q. What was his reputation and general character in this community, as to veracity and integrity?—A. His reputation was very good; he was considered a very honest and truthful man.

Q. In any transaction with him, would you, or would you not, take his representation as true?—A. Yes.

Cross-examination by W. W. WITHENBURY:

Q. Do you know whether Mr. Leon Querouze, at any time during the late rebellion, was within the lines of the so-called Southern Confederacy or in Mexico?—A. I don't know.

Q. Was he continually in the city of New Orleans during the late rebellion, or was he absent from the city during that rebellion?—A. He was not here all the time; I heard from the merchants here that he was in Matamoras.

Q. You have answered in your direct examination that you know and believe Mr. Querouze to be a man of truth and veracity. Is this opinion of him confined to your knowledge of him while in this city?—A. Yes.

Q. If you were to know by Mr. Querouze's own testimony that any time during his absence from this city, and during the late rebellion, he had, in order to sell property within the Confederate lines, and to raise money therefrom, deceived the party to whom he did sell said property by misrepresenting the manner in which he, Querouze, had obtained said property, and giving a false appearance to the title of the same, would you still believe him to be a man of truth and veracity?—A. Yes; I would still have the same opinion of him.

Q. If you knew from Mr. Querouze's own testimony that he had represented himself as the agent of P. Garcia, a Mexican, and had sold property to another as the property of P. Garcia, and received the money therefor, and he should afterwards testify that he never was the agent of P. Garcia, and that P. Garcia never owned the property so sold, but that the whole transaction was a deception and subterfuge for the purpose of raising money, would you still believe Leon Querouze to be a man of truth, veracity, and honor?

(This and the previous question was here objected to by Alexis Robert, counsel attending for G. A. Le More & Co., upon the ground that there are no proofs before the witness of the facts stated in said questions.)

A. I know nothing of this suit, and persist in saying that I believe Mr. Querouze to be a man of truth and veracity; that, if I knew these facts, it would not change my opinion of Mr. Querouze.

Cross-examination in behalf of the United States:

Q. Was Mr. Querouze in New Orleans when surrendered to the United States forces? If yea, how long did he remain in the city after that?—A. He was here. He was here for two or three months after.

Q. When he left New Orleans did he go outside of the Federal lines? If yea, where did he go?—A. He went to Havana.

Q. Was Mr. Querouze at any time after the surrender of New Orleans within the Confederate lines? If yea, where?—A. I do not know.

Q. Was any cotton under the control of Mr. Querouze seized by the Confederate Government?—A. I do not know.

Q. Is Mr. Querouze a citizen of the United States or not?—A. Yes; he is a naturalized citizen.

Q. Was Mr. Querouze any enemy of the Confederate States Government?—A. I never had his confidence in this, but I think not.

Q. Do you know Jules Le More, agent of G. A. Le More & Co.?—A. I know two brothers Le More, but do not know the first names.

Filed September 19, 1865.

GEO. P. BOWEN, *Clerk.*

THE UNITED STATES OF AMERICA,
Southern District of Illinois ss:

I, George P. Bowen, clerk of the district court of the United States for said southern district of Illinois, do hereby certify that the foregoing is a full, true, and complete transcript of the record and proceedings had in said court in a certain cause lately pending in said court, in prize, wherein the United States are libellants, and six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales, eight rolls, and one hundred and sixty pieces of bagging, and twenty-nine pieces of leather; seven hundred and eighty-eight bales and fifty-two sacks cotton; four hundred nine bales and one hundred and thirty-nine sacks of cotton, and one thousand bales of cotton, is defendant, so far as the same relates to eight hundred and thirty bales of said cotton claimed by G. A. Le More & Co., as the same are now on file and of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Springfield, in said district, this twenty-second day of March, in the year of our Lord one thousand eight hundred and sixty-six, and of the Independence of the United States the ninetieth.

[SEAL.] GEORGE P. BOWEN, *Clerk.*

I, James H. McKenney, clerk of the Supreme Court of the United States, do hereby certify that the foregoing printed pages, numbered from one to one hundred and twenty-nine, inclusive, contain a true copy of the transcript of the record in the case of G. A. Le More & Co., claimants, appellants, *v.* the United States, No. 107, December term, 1867, as the same remains upon the files of said Supreme Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Supreme Court at the city of Washington, this 30th day of March, A. D. 1881.

[SEAL.] JAMES H. McKENNEY,
Clerk Supreme Court United States.

Supreme Court of the United States, No. 107. December term, 1867.

G. A. LE MORE & CO., CLAIMANTS, APPELLANTS,
v.
THE UNITED STATES.

Appeal from the district court of the United States for the southern district of Illinois.

This is a petition that the court will cause to be brought before it the record and proceedings in a cause which was argued and disposed of by decree at the last term, in order to correct an error in the printed transcript of the record.

To make the allowance of the prayer of the petitioners available to them, through the correction of the alleged error, it would be necessary to recall the mandate sent to the inferior court to set aside the decree rendered at the last term, to rehear the cause, and make a new decree. This cannot be done without reversing the settled and uniform practice of the court, and the petition must, of course, be denied.

March 22, 1869.

True copy.

Test:

[SEAL.] JAMES. H. McKENNEY,
Clerk Supreme Court United States.

United States of America, Department of State. No. 181.

To all to whom these presents shall come, greeting:

I certify that the papers hereto annexed [are] true copies from the records and files of this Department.

In testimony whereof I, James G. Blaine, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington, this 4th day of April, 1881, and of the Independence of the United States of America the 105th.

[SEAL.] JAMES G. BLAINE.

DEPARTMENT OF STATE, *Washington, May* 18, 1868.

M. BERTHEMY:

SIR: Referring to your communication of the 3d instant, in relation to the claim of Messrs. Le More & Co., of Havre, I have the honor to state that the matter has received due consideration, the result of which is expressed in an opinion by the examiner of claims in this Department, a copy of which is inclosed for your information.

Accept, sir, a renewed assurance of my very high consideration.

WILLIAM H. SEWARD.

Claim of G. A. Le More & Co., presented by the French minister.

BUREAU OF CLAIMS, *May* 13, 1868.

G. A. Le More & Co. are a commercial firm established at Havre, France.

Jules Le More, a brother, was one of a firm established at New Orleans before the rebellion, but dissolved in December, 1862.

The authority of this Government was re-established at New Orleans on the 6th of May, 1862.

On the 20th of May, 1863, Jules Le More wrote from Matamoras, in Mexico, to the claimants at Havre, proposing to buy cotton for them in Texas, or Western Louisiana, then under rebel control, and received soon after a reply authorizing him to do so.

In March, 1864, Jules Le More purchased for the complainants from one Leon Queyrouze 830 bales of cotton, then on the Washita river, in Louisiana. This cotton had been turned over to Queyrouze by the cotton bureau of the rebels, as an indemnity

for 415 bales of cotton belonging to him which it had appropriated at Brownsville. It is said to have been shown in behalf of the claimants, that Jules Le More, being unwilling to buy cotton that had been owned by the rebel government, the cotton in question is represented by Queyrouze as having been purchased from planters.

In April, 1864, the cotton was seized by our Navy upon the Red River expedition. It was taken to Cairo and libeled as prize of war. It was sold by an interlocutory decree of the district court of the United States, and proceeds are held subject to its order.

The original case was pending in the district court in December last, and probably still is. I understand the main questions there involved relate to the rights of the captors, and whether condemnation is to be made on the naked ground that the cotton was enemy property, or that it had been acquired in violation of the non-intercourse acts.

The claimants, with others, intervened in that suit, and their claim was dismissed on the ground that "Queyrouze, through whom they claim, was clearly within the prohibition [of the acts forbidding intercourse with inhabitants of the rebel States]. He had no legal capacity to deal with the Confederate agent. He acquired no title to the cotton, and consequently had none to transfer to Le More. The fact that they were citizens of France does not alter t e case.

"If they had purchased directly from the Confederate agent perhaps they would have acquired title. But it is useless to enter upon the discussion of that question; it is enough for all the purposes of this case to say that they received no title to the cotton, because Queyrouze had none to impart."

The French minister lays stress upon the words I have underlined and upon the circumstances that in reciting the facts the court speaks of the purchase from the Confederate agent as being made early in March, 1864, by "Queyrouze, a naturalized citizen of the United States, *residing in New Orleans*."

An appeal having been taken from the decree of the district court, it was affirmed by the Supreme Court of the United States at the last session. The latter court repeated the statement that Queyrouze was a resident of New Orleans, and the decree proceeds upon the ground that being an inhabitant of territory *not* in insurrection, commercial intercourse between him and inhabitants of territory in insurrection was prohibited. Mr. Barthemy, in his note of the 3d instant, calls attention to the fact, which he supports, as I think, by sufficient evidence, that the courts of original and appellate jurisdiction have fallen into an error of fact in supposing Queyrouze to have been a resident of New Orleans when he bought the cotton. He had been in the rebel service; was wounded, and was permitted to leave New Orleans for Havana shortly after our capture of New Orleans, and long before the purchase. The reasoning of the court fails in his case when the fact is corrected. This testimony for this purpose, he says, the claimants could not bring before the courts "on account of circumstances beyond their will." Mr. Barthemy thinks their only recourse is to apply to the Government [executive, I suppose him to mean] to correct the erroneous decision.

In substance this is like asking a new trial on the ground of newly-discovered testimony. A proper inquiry upon such an application is whether, by reasonable diligence, the party would have discovered the testimony in season to have had the benefit of it upon the original trial. I cannot think the facts of this case were unknown to the claimants. But assume that the claimants can make a new case as to the residence of Queyrouze, and satisfactorily excuse themselves for not presenting it originally, I see no reason why they should not go to the district court, which I assume still has control of the fund, and there have a fresh adjudication upon what will be in effect a new claim. If their management of the case has been such that the judicial tribunals will not relieve them, unless it be shown that there is something in the restrictions of law affecting those tribunals which incapacitates them from doing justice in a case plainly demanding it, the Executive Government ought not to interfere. Such judicial incapacity, if it exists, ought to be declared by the judicial branch.

There is another question which the court would probably consider, viz: Conceding that the claimants are not barred by the act forbidding intercourse with the States in insurrection, was not the cotton liable to capture and confiscation on other grounds? In the case of Mrs. Alexander's cotton (2 Wallace, 404), the Supreme Court decided that her cotton, seized at about the same time and by the same forces that seized the claimant's, though not a *maritime* capture, was lawfully captured as enemy property, though she might have had no personal sympathy with the rebel cause. This decision proceeded on the ground that public policy and legislation justified a discrimination against cotton, in consequence of its peculiar value in contributing to the rebellion while other private property upon land would, upon general principles, be exempt from capture. It may be that the claimants, as neutral residents of a foreign state, may establish an exemption in their favor, to which a loyal inhabitant of the (rebel) territory was not entitled. Such loyal person, or any claimant, might at any time within two years after the suppression of the rebellion bring suit in the

urt of Claims for the proceeds of the captured property and have a decree in his 'or upon showing that he has given aid or comfort to the rebellion. Whether this s not the remedy, and the exclusive remedy for the claimants, if they had any, ich, by lapse of time and their own neglect or bad advice may have been lost to m, are judicial questions.

'pon conference with the counsel of the Treasury Department I learn the original ; is to be brought to a hearing before the district court in Illinois at the next June n. It is expected that the proceeds of the cotton will be ordered to be paid over he Treasury, with perhaps a deduction for military salvage to the captors. The mants will then have an opportunity to make application to that court. They r fail, because the determination of the Supreme Court on the appeal may be med as concluding the court of original jurisdiction from further action. If the ıey is ordered to be paid into the Treasury, then the claimants may bring their ion in the Court of Claims "within two years after the suppression of the rebellion." ıt date may be taken to be August 20, 1866, when the President proclaimed the ırrection at an end. By the second section of the act of March 2, 1867 (14 Stat.), Congress appear to have recognized this as the true date by continuing the ration of a previous act for three years "after the close of the rebellion, as anınced by the President of the United States by proclamation bearing date the 20th r of August, 1866."

t is of course for the claimants to determine in what manner they will seek relief. ll that is here important is that they have not shown themselves to have exhausted ir legal remedies, and therefore do not raise a case for diplomatic discussion.

E. PESHINE SMITH,
Examiner, &c.

No. 229.—Received April 25, 1881.—Le More & Co., No. 1.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE.

all to whom these presents shall come, greeting:

I certify that the papers hereto annexed are true copies from the files of this Dertment.

In testimony whereof I, James G. Blaine, Secretary of State of the United States, ve hereunto subscribed my name and caused the seal of the Department of State be affixed.

Done at the city of Washington, this 21st day of April, A. D. 1881, and of the Indeendence of the United States of America the 105th.

[L. S.] JAMES G. BLAINE.

[Translation.]

LEGATION OF FRANCE TO THE UNITED STATES,
Washington, May 3, 1868.

IR. SECRETARY: Mr. de Geofroy, when chargé d'affaires of France in Washington, quently, and particularly on the 13th of June, 1864, had the honor to call your atıion to a claim instituted by Le More & Co., French subjects, for cotton seized in month of April of that year by Captain Foster, of the United States Navy, on banks of the Washita River, in Louisiana. In your reply, on the 19th of August owing, your excellency informed Mr. de Geofroy that the United States Governıt could accept no responsibility for that act of war till those interested had obıed a judgment of some court of record in favor of their claim for the confiscated ds. In accordance with that suggestion, the party concerned brought suit in the rict court of Illinois, sitting as a prize court, and in the United States Supreme ırt.

heir claim having been rejected in both cases, their only resource now is to appeal he Government, the last resort for foreigners against the decisions of a court actin matters of international law. They do not hesitate to use this right, because y think they can prove, in a satisfactory manner, by documents procured since the judgment, the inaccuracy of the material facts upon which that judgment was nded, and which is against them.

hese documents, of which authentic copies are inclosed, establish in fact that Mr. *yrouze*, from whom Le More & Co. purchased the cotton in question, was at that e, when the sale took place, in the service of the Confederacy, and not, as stated in judgment of the Supreme Court, "a naturalized citizen of the United States reng in New Orleans."

Ir. Queyrouze was, therefore, in the same legal position towards the purchasers, who e foreigners, as any other rebel citizen would have been; and, consequently, the nsaction between them and him gave them a title that cannot be annulled by section the act of the 13th of July, 1861, prohibiting all trade between the Union and States declared to be in insurrection.

This principle was indirectly recognized in the decision of the district court, where it says: "If they (Le More & Co.) had purchased directly from the Confederate agent, they might, perhaps, have acquired a title."

Now, it is precisely because they were in the situation specified by the judges that the claimants hope the Federal Government, in a spirit of equity, will cause a new examination of the testimony they could not bring before the courts, on account of circumstances beyond their will, and which they believe will change the legal aspect of their claim.

These reasons, Mr. Secretary, seem serious enough to authorize me to ask you to have the goodness to recommend this affair to the benevolent attention of the Secretary of the Treasury.

As the judgment ordering the deposit of the proceeds of the seizure in the public treasury may be soon given, I deem it my duty to say that it is of great importance to Le More & Co. to have this point examined before the case is finally decided, and they respectfully request a revision of the sentence.

I will be very much obliged to your excellency if you will have this matter attended to as soon as possible.

Accept, Mr. Secretary, the assurances of my high consideration.

BERTHEMY.

Hon. WILLIAM H. SEWARD, &c.

Document A.—Ne varietur. New Orleans, March, 1868. A. E. Bienvenue, N. P.

Received of Léon Queyrouze the sum of eighty dollars, for passage to Havana in the steamer Ocean Bird.

PAJARO DEL OCEANO, NEW ORLEANS,
10 *November* 1862.

PUIG BROTHERS,
By A. OZTENBUCH.

Les soussignés docteurs en médecine certifient que le 14 du mois d'avril dernier, le Major L. Queyrouse est arrive dans cette ville porteur d'une blessure à la cuisse droite, faite par le projectile d'une arme à feu.

La balle avait traversé les parties molles à un demi pouce au-dessus de la rotule dans une direction oblique de haut en bas et de dehors en dedans. La blessure par elle-même n'offrait aucune apparence de gravité, mais la condition générale du malade était faite pour inspirer de sérieuses inquiétudes. Il était dans l'état typhique très remarquable où étaient plongés la plupart des blessés ou des malades que nous avons eu occasion de soigner à la Nouvelle-Orléans, après la bataille de Shiloh. Les fatigues excessives qui ont accompagné la retraite dans cette action mémorable, l'exposition pendant 48 hours à une pluie battante sans aucun abri, la privation de nourriture, les secousses de véhicules mal suspendus, les émotions morales si vives et si profondes par lesquelles ont passé des hommes qui jusqu'alors n'avaient eu aucune habitude de la vie des camps, développées chez lui en excitation cérébrale très intense, suivie de prostrations alternatives très prononcées, ainsi qu'une prédisposition à toutes les inflammations de viscera ou des membres blessés.

C'est ce qui arriva au Major L. Queyrouse; trois jours après son arrivée, il fut pris d'un érysipèle phlegmoneux qui partant de sa blessure s'étendit de là rapidement jusqu'à l'extrémité inférieure de la jambe et est remonté à une assez grande distance du genou, à la partie extrême et inférieure de la cuisse.

Cet accident, d'une extrême gravité, a mis les jours de M. le Major L. Queyrouse dans le plus grand danger, et nécessité de larges et profondes incisions dans toute l'étendu du membre; une abondante suppuration s'en est suivie. La cicatrisation, comme il arrive dans ces cas, a été lente, et ce n'est que depuis peu de jours que la dernière de ces places s'est fermée.

Néanmoins, le membre est encore faible, rigide, le tissu cellulaire est le siège d'un œdème dur, et de longtemps, le Major, quoique hors de tout danger, ne sera en état de reprendre un service activf.

Nouvelle-Orléans, 7 juin 1862.

E. BOULIN, M. D.
MANIER, DR.
P. A. LAMBERT.

Document C.—Addressed to General Beauregard.

PHYSICIANS' CERTIFICATE OF HEALTH.

We, the undersigned medical doctors, certify that on the 14th of April last Major L. Queyrouze came to this city with a wound in his right thigh, caused by a projectile from a fire-arm.

The ball had penetrated the fleshy parts half an inch above the patella (knee), obliquely from without and downward.

The wound in itself was not serious, but the patient's general disposition causes some fear. He was in that remarkable typhoid state we had observed in all the patients we had to attend in New Orleans after the battle of Shiloh. Excessive fatigue endured by those engaged in that memorable battle, the exposure to pelting rains for forty-eight hours during the retreat, the privation of food, the jolts in hard wagons, agony of mind to those unused to camp life—all these combined causes created a cerebral excitement, followed by prostration and a tendancy to inflammation of the viscera and wounded limbs.

Such was Major L. Queyrouse's situation on his arrival in this city. Three days after a phlegmonous erysipelas surrounded the wound and extended above and below the knee.

This serious accident endangered the life of Major L. Queyrouze. The limb was punctured, and abundant pus flowed out. Healing took place very slowly, as it always does in such cases, and it is but a few days since the last of the sores healed.

The limb is still weak and stiff. There is a hard edema in the cellular tissue of the leg, and though the major is now in no danger it will be some time before he can resume active service.

New Orleans, 7 June, 1862.

E. BOULIN, M. D.
MERCIER, DR.
P. A. LAMBERT, W. P.

Document B.—Ne varietur. New Orleans, March 6, 1868. A. E. Bienvenu, notary public.

STATE OF LOUISIANA.

By Thomas Overton Moore, governor of the State of Louisiana and commander-in-chief of the militia thereof, in the name and by the authority of the State of Louisiana:

Know ye, that Leon Queyrouze, having been duly and legally elected on the 19th February, 1862, major of the Regiment Orleans Guards, First Brigade, volunteer troops of the militia of Louisiana, to serve for the term of three years from date, I do hereby appoint and commission him major as aforesaid, to rank as such from the 19th day of February, 1862.

He is, therefore, carefully and diligently to discharge the duties of his office by doing and performing all manner of things thereto belonging.

And I do strictly charge and require all officers, non-commissioned officers, and privates under his command, to be obedient to his orders as major; and he is to observe and follow such orders and directions, from time to time, as he shall receive from me or the future governor of the State of Louisiana, or other superior officers, according to the rules and articles of war and in conformity to law.

In testimony whereof I have caused these letters to be made patent and the seal of the State to be hereunto annexed.

Given under my hand at the city of Baton Rouge, on the 20th day of February, in the year of our Lord 1862.

[SEAL.] THO. O. MOORE.

By the governor:

P. D. HARDY,
Secretary of State.

I, Manuel Grivot, adjutant and inspector-general of the State of Louisiana, do hereby certify that Major Leon Queyrouze, named in the within commission, did, on the 20th day of February, in the year 1862, deposit in my office his written acceptance of the office to which he is commissioned, and his oath of office taken according to law.

M. GRIVOT,
Adjutant and Inspector-General.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that on this day, before me, Alexander Emile Bienvenu, a notary public in and for this city and parish of Orleans, State of Louisiana, duly commissioned and sworn, personally came and appeared Messrs. Magin Ping, Alphonse Tertrou, Leon

Queyrouze, and Abner Benvist Charpantier, all residing in that city, who, being sworn on the Holy Evangelist, declared as follows, viz:

Mr. Magin Ping says that on the 10th of November, 1862, Mr. Leon Queyrouze paid to the house of Ping Brothers, of which affiant is a member, the sum of $80 for his passage on board of the Spanish steamer Pajaro del Oceano from that city to Havana. He further says that on the day and at the moment said vessel left her moorings in this city, he saw Mr. Leon Queyrouse on board of said vessel going down stream. Said vessel left this port on the 11th day of November, 1862.

That the receipt hereto annexed and marked A is the genuine receipt signed by A. Outenback for his ———, and given to L. Queyrouze for his passage as above stated.

Mr. Alphonse Tertrou declared that on the 11th of November, 1862, affiant left this port for Havana, in company with Mr. Leon Queyrouse, on board of the Spanish steamer Pajaro del Oceano; that whilst in port, and a short time before the vessel left her moorings, he saw in the hands of Leon Queyrouse and read the order of General Butler expelling the said L. Queyrouse from this city and the United States, which order was signed by Major Strong of General Butler's staff. That on the Saturday previous to the departure of the vessel, affiant left the prison where he had been confined in company with the said L. Queyrouse; and whilst in prison both affiant and Maj. L. Queyrouse received copies of the order above recited of General Butler exiling them from this city and the United States, which order concerning Maj. L. Queyrouse affiant saw and read in presant.

That a few days after their departure from this city, affiant and Maj. L. Queyrouse arrived at Havana, where they remained until the latter part of March, 1863, at about which time affiant and Maj. Queyrouse left Havana and went to Matamoras, Republic of Mexico, where both resided until the surrender of the Confederates to the United States forces. That during the time they resided in Matamoras Maj. L. Queyrouse absented himself once on business and went to Monterey, Mex.; from thence to Texas, and in the parishes of Caldwell and Washington, in this State. Affiant positively swears that from the time Maj. L. Queyrouse left the port of New Orleans with affiant to the time of the surrender of the Confederate forces Maj. L. Queyrouse never was for a moment within the Federal lines, and that when Maj. L. Queyrouse was within that portion of Louisiana, as above stated, that portion of the State was then under the Confederates rules; that affiant and Maj. L. Queyrouse were both in the service of the Confederates at the battle of Shiloh, Maj. L. Queyrouse acting then as major of the New Orleans Guards battalion, of which affiant was himself a member, which battalion belongs to Preston Pond's brigade in Ruggles's division.

That during said battle of Shiloh Maj. L. Queyrouse received a serious wound on the right knee, which placed him out of service.

Maj. Leon Queyrouse says that in the second part of the year 1861 affiant was major of the regiment of Orleans Guards, Louisiana militia; that General Beauregard, commanding the Confederate forces then at Corinth, Miss., made a call for volunteers from the State of Louisiana; that a portion of the members of the Orleans Guards regiment responded to the call, and formed a battalion called the Orleans Guards battalion, of which affiant was appointed major on the 19th of February, 1862, by Thomas O. Moore, then the governor of the State of Louisiana, as it appears by the commission delivered to him, hereto annexed and marked B.

That on the 18th of March following affiant left that city with his battalion for Corinth to join General Beauregard. That after their arrival and incorporation in the army of General Beauregard they marched to the field of Shiloh, where they gave battle to the forces of the United States on the 6th of April, 1862. That during the battle, and whilst engaged in the fight, affiant received a musket ball in the knee, which entirely disabled him, from whence he was taken to the camp near Corinth.

Three or four days after being in camp he left for that city, where he arrived in the night of the 14th or 15th of April, 1862.

That affiant remained sick in this city until the latter part of July, when, with permission of the military authorities commanding here, he went for a short time to Bearer's Creek, parish of Saint Landry, Louisiana, from whence he returned in the latter part of September; that he hereto annexes a certificate of doctors of the date of the 7th of June, 1862, and marked C, showing the condition in which affiant was then; that one or two days after his return here affiant went to General Butler to ask him to be exchanged for Federal officers, when the general answered, "Take him to prison!" from whence he was taken to prison in this city, where he remained until one day before his departure for Havana. That whilst in prison he was several times asked to take the oath of allegiance to the United States, which he declined doing, when at last he was ordered to take the oath or be exiled within twenty-four hours. Affiant having refused to take the oath, he received an order from General Butler, signed by Major Strong, commanding him to leave this city and the United States; whereupon the same day, in the evening, affiant was let out of prison, and on the 10th day of November, 1862, he engaged and paid his passage for Havana on board of the steamer Pajaro del Oceano; and affiant left this port on board the said steamer, on

the 11th day of November, 1862, and arrived in Havana on or about the 14th of the same month, where he remained until the latter part of March, 1863, when he left for Matamoras, Mexico, on board of the Spanish bark Florida Blanco.

That he resided in Matamoras to the end of the war with the United States, save the voyage which he made from Matamoras to Monterey, Mex.; then to Texas and Louisiana, then in possession of the Confederate States; that he went as far as the parish of Ouachita, and returned by the same route to Matamoras; and affiant further states that from the moment he left the port of New Orleans to the end of the war with the United States he never was for a moment within the Federal lines; and further, affiant says that the signatures of Doctors Boulin, Mercier, and Lambert, affixed to the certificate marked C, and above referred to, are the genuine signatures of these parties, and were given to him at the date specified on said document, for the purpose of being sent to General Beauregard to show his inability to attend military service at that time.

Mr. Abner B. Charpantier says that on the day of the departure of Maj. L. Queyrouse for Havana, on board of the steamer Pajaro del Oceano, affiant accompanied him to the steamer, saw Major Queyrouse on board, and remained on the wharf until the lines of said steamer were let loose and the steamer went down stream with Major L. Queyrouse on board. That to his knowledge, and it was of public notoriety, that the said L. Queyrouse was major of the Orleans Guards battalion, had taken part in the battle of Shiloh, and was there wounded.

LEON QUEYROUZE.
MAGIN PING.
A. TERTROU.
A. B. CHARPANTIER.

Sworn and subscribed before me this 6th day of March, A. D. 1868.

A. E. BIENVENU,
Notary Public.

I, the undersigned, Alexander E. Bienvenu, notary public as aforesaid, duly commissioned and sworn, do hereby certify that the above-named Leon Queyrouse, Magin Ping, Alphonse Tertrou, and Abner B. Charpantier, all personally known to me, came and appeared before me as aforesaid, and, after being duly sworn on the Holy Evangelist, severally made the foregoing declarations, and affixed their names thereto in my presence.

Given under my hand and seal at the city of New Orleans aforesaid on that 6th day of March, A. D. 1868.

[SEAL.] A. E. BIENVENU,
Notary Public.

Circuit court of the United States for the fifth judicial circuit and district of Louisiana. Clerk's office.

I certify that A. E. Bienvenu, whose genuine signature and seal are affixed to the foregoing act, is, and was at the time of signing and sealing the same, a notary public in and for the city and parish of New Orleans, duly commissioned and qualified, and that all his acts as such are entitled to full faith and credit.

Witness my hand and seal of said court at New Orleans, this 7th day of March, A. D. 1868.

[SEAL.] F. B. VINOT,
Deputy Clerk.

No. 230.—Received April 25, 1881.—Le More & Co.—No. 3.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I certify that the paper hereto annexed is a true copy from the files of this Department.

In testimony whereof I, James G. Blaine, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 21st day of April, A. D. 1881, and of the independence of the United States of America the 105th.

[L. S.] JAMES G. BLAINE.

Claim of Le More & Co.

BUREAU OF CLAIMS, *May* 27, 1868.

Mr. Berthemy, upon perusal of my report in this case of the — instant, in which I expressed the opinion that the claimants did not show themselves to have exhausted their remedies, suggests several difficulties, some of which I have anticipated in the way of the claimants obtaining relief through the judiciary, and asks the Secretary to inform him whether the Department still holds the opinion it has expressed, so that, resting on this authority, he may in some way put the claimants in position once more to apply to the courts.

I am not confident that I understand what Mr. Berthemy desires. The opinion expressed was that the claimants have been denied relief by the courts upon a case which they think can now so vary by new evidence as to entitle them to the proceeds of their cotton under the principles declared by the courts. They ought to go to those courts for a rehearing. That upon such an application these questions might arise: 1st. Whether the new evidence, if it had been before the courts, would have changed their decision. 2d. If it would, whether the claimants were so far guiltless of any *laches* in producing that evidence upon the original hearing as that they ought now to be allowed to open the judgment against them for the purpose of introducing it; and 3d, whether, if it was an unfortunate ignorance of facts, and not neglect, which prevented their production of the new evidence, the case is in such a condition that any judicial relief can now be given. It is only in case the first two questions receive an affirmative answer, and the third a negative one, that there can be any foundation for a claim upon this Government through the Executive Department. Even on that hypothesis, if the claimant, having had his day in court, has lost a good case through some misfortune, without fault on the part of this Government in impeding his presentation of it, it is plain there would [be] no ground for national responsibility.

The questions I have suggested are clearly ones for judicial solution, and the claimants ought to seek an answer to them in the appropriate tribunal before resort is had to diplomatic discussion.

That the application to the judiciary may prove fruitless is not, I think, a reason why it should not be made.

This Department should be put in a position to know that the last step possible to be taken for correcting the alleged error in the judgment against the claimants has been taken.

It cannot foresee that the judges will not discover and apply some method of giving relief if justice demands it.

E. PESHINE SMITH,
Examiner, &c.

No. 231.—Received April 25, 1881.—Le More & Co., No. 2.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I certify that the papers hereto annexed are true copies from the files of this Department.

In testimony whereof I, James G. Blaine, Secretary of State of the United States have hereunto subscribed my name and caused the seal of the Department of State be affixed.

Done at city of Washington, this 21st day of April, A. D. 1881, and of the independence of the United States of America the 105th.

[SEAL.] JAMES G. BLAINE.

WASHINGTON, *May* 23, 1870.

Mr. SECRETARY OF STATE: Under date of May 21, 1869, the Count de Faverney, at that time chargé d'affaires of France, addressed to the Department of State a note relative to the claim of Messrs. G. A. Le More & Co. He therein stated the situation of this affair, the claimants, according to the advice which had been given them by the Department of State, having exhausted all the means of redress which were afforded them by the courts.

During the month of August following, Messrs. G. A. Le More & Co., requested the Count de Faverney to be pleased to communicate to the Department of State a printed statement wherein their principal arguments were set forth.

This statement was likewise transmitted to you. All that time, however, it had been impossible for Messrs. G. A. Le More & Co. to procure authentic copies of certain documents of great importance to the success of their cause. They are now in possession of these papers, and they request me to submit them to you as completing the proofs heretofore communicated by the legation to the Department of State.

These documents, an authentic copy of which is annexed, show, 1st. That Messrs. G. A. Le More & Co. claimed two lots of cotton, one 323 bales and the other of 830 bales, which had been sold at Cairo by the U. S. marshal, and that they gained their cause in respect to the lot of 323 bales (Document A).

In this first affair, the validity of the status of Messrs. G. A. Le More & Co. as French citizens, purchasers in good faith, and their right to recover the said lot of cotton were judicially recognized by the district court; the product of the sale of cotton, the expenses incurred having been deducted, was awarded and paid to them.

2d. That with regard to the second affair (Document B), the decision was adverse to Messrs. G. A. Le More & Co., who appealed to the Supreme Court of the United States.

Now, it appears from the papers deposited with the Supreme Court, that in this case the adverse decisions of this same tribunal and of the district court are both based on an error of fact; the judgment and the order confirming them incorrectly supposing that Mr. Léon Querouze, who had sold them the 830 bales, was domiciled at New Orleans at the time when Messrs. G. A. Le More & Co. had purchased them of him. This error having been recognized, as well by the comparison of the papers in manuscript with the papers in print, as by the subsequent documents mentioned in the statement, does not justice demand that the second claim of Messrs. G. A. Le More & Co. should be regarded in the same light as the first, and declared good and valid?

In other words, in the first of these affairs the court establishes in favor of Messrs. G. A. Le More & Co. principles of law and equity which are equally applicable to the second, and which would assuredly have been applied thereto had it not been for the error with regard to the residence of Mr. Léon Querouze.

In fact the two lots of cotton, as is shown by the papers, were acquired under the same conditions of time, locality, payment, possession, removal, &c.; the only difference consists in the fact that Messrs. G. A. Le More & Co. purchased the 323 bales of Messrs. Lazarre & Pargoud, whereas they purchased the 830 bales of Mr. Léon Querouze.

Accept, Mr. Secretary of State, the assurances of my very high consideration.

BERTHEMY.

Hon. HAMILTON FISH.

(A.)

In the district court of the United States for the southern district of Illinois.—Saturday, January 6th, A. D. 1866, before the honorable Samuel H. Treat, judge.

THE UNITED STATES *v.* SIX HUNDRED AND FIFTY BALES OF COTTON, one hundred coils of rope, sixteen bales, eight rolls and one hundred and sixty pieces of bagging and twenty-nine pieces of leather, seven hundred and eighty-eight bales and fifty-two sacks of cotton, four hundred and nine bales and one hundred and thirty-nine sacks of cotton, and one thousand bales of cotton.	In prize.

The cause having been heard at this time upon the libels, the claim and answer of G. A. Le More & Co., a firm consisting of Gustave A. Le More and Leontine Le More, claimants of 323 bales of cotton, by Jules Le More, their agent, and the testimony on file, and it appearing to the court from the evidence that the said G. A. Le More & Co., claimants, are the owners of 309 bales of said cotton, and they are the subjects of the Emperor of France, not residing within the jurisdiction and territory of the United States;

And it further appearing to the court that the said 309 bales of cotton were lawfully recaptured from the enemy by the United States steamers Black Hawk, Eastport, Lafayette, Neosho, Ozark, Choctaw, Osage, Chillicothe, Louisville, Carondelet, Benton, Pittsburg, Mound City, Essex, Lexington, Ouachita, Fort Kindman, Cricket, Gazelle, General Price, Kenwood, Juliet, Avenger, and Brown, of the Mississippi squadron of the United States Navy, commanded by David D. Porter, Rear-Admiral, and that said vessels are entitled to military salvage for said recapture;

And it further appearing to the court that the gross proceeds of the sale of said 309 bales of cotton, amounting to the sum of $130,571.63, have been deposited with the assistant treasurer of the United States, at Saint Louis, subject to the order of the court; and that the taxes imposed by the acts of Congress and the trade regulations of the Treasury Department upon the said 309 bales of cotton, amounting to

the sum of $4,932.35, and the expenses incurred by the marshal for weighing, stora cooperage, &c., of said 309 bales of cotton, amounting to the sum of $1,099.52, h been paid by order of the court out of said proceeds, and that the sum of $494.40 been allowed by the court, by consent of said claimants and the captors by tl counsel, and paid out of said proceeds to R. M. Corwine, esq., for his services as co sel for claimants;

And now this cause coming on for final decree, it is ordered, adjudged, and decr by the court, that the following sums be allowed and paid out of said proceeds costs and charges in this cause, including usual and reasonable fees to the cou for captors (the district attorney waiving any allowance to him as fees for his serv herein), to wit, to the marshal, the sum of $1,741.62; to the clerk, the sum of $1,370. and to Charles Eames, esq., counsel for captors, the sum of $3,917.15.

It is further ordered and decreed by the court that out of the residue of said ceeds, amounting to the sum of $117,015.71, the sum of $16,911.96 be paid into Treasury of the United States, to be distributed to said captors as military salv in accordance with this decree.

It is further ordered and decreed by the court that after paying and satisfying costs, charges, and salvage aforesaid, the residue of said proceeds, amounting to sum of $100,103.75, be paid to said claimants.

It is further ordered that the clerk transmit certified copies of this decree to Secretaries of the Treasury and Navy of the United States respectively.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, George P. Bowen, clerk of the district court of the United States for said sou ern district of Illinois, do hereby certify that the foregoing is a true copy of a de rendered in said court on Saturday, the 6th day of January, A. D. 1866, in the ma of the claim of G. A. Le More & Co. for 323 bales of cotton, in a certain cause t pending in said court in prize, wherein the United States were libellants and 650 b of cotton, &c., 788 bales and 52 sacks of cotton, 409 bales and 139 sacks of cotton, 1,000 bales of cotton were defendants, as the same is now of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said co at Springfield, in said district, this 16th day of February, in the year of our Lord thousand eight hundred and seventy, and of the Independence of the United Sta the ninety-fourth.

[SEAL.] GEO. P. BOWEN, *Clerk*

(B.)

In the district court of the United States for the southern district of Illinois.—M day, November 6, A. D. 1866, before the Hon. Samuel H. Treat, judge.

THE UNITED STATES
v.
650 BALES OF COTTON, &C., 780 BALES AND 52 SACKS OF COTTON, 409 bales and 139 sacks of cotton, and 1,000 bales of cotton. } In prize

This cause having been heard upon the libels, the claims, and answer of G. A. More & Co., a firm consisting of Gustave A. Le More and Leontine Le More, cla ants of 830 bales of said cotton, and the proofs on file, and the court having con ered and being now sufficiently advised in the premises, finds that the said claims are not entitled to the said 830 bales of cotton or the proceeds thereof.

It is therefore ordered, adjudged, and decreed by the court that the said clain dismissed at the costs of the claimants and that execution issue therefor.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, George P. Bowen, clerk of the district court of the United States for said sou ern district of Illinois, do hereby certify that the foregoing is a true copy of a de rendered in said court on Monday, the 6th day of November, A. D. 1865, in the m ter of the claim of G. A. Le More & Co. for 830 bales of cotton, in a certain cause t pending in said court in prize, wherein the United States were libellants and bales of cotton, &c., 788 bales and 52 sacks of cotton, 409 bales and 139 sacks of ton, and 1,000 bales of cotton were defendants, as the same is now of record in office.

I further certify that the gross proceeds of the said 830 bales of cotton, claimed G. A. Le More & Co., amounted to the sum of $350,726.46, and that the costs and penses paid out of said gross proceeds, including the expenses of weighing, stor

cartage, rebaling, &c., of said cotton, and the United States taxes and assessments thereon, amounted to the sum of $41,566.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Springfield, in said district, this sixteenth day of February, in the year of our Lord one thousand eight hundred and seventy, and the Independence of the United States the ninety-fourth.

[SEAL.] GEO. P. BOWEN, *Clerk.*

COPY OF NOTICE TO AMERICAN COUNSEL OF CLOSING OF EVIDENCE-IN-CHIEF OF CLAIMANT.

Filed June 27, 1881.—W. F. P. & L. L., Secs.

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

Agent du Gouvernement de la République Française près la Commission des Réclamations.

WASHINGTON, *June* 27, 1881.

Messrs. W. F. PEDDRICK and L. LAUGEL:

SIRS: I herewith forward to you, at the request of Albert C. Janin, esq., special counsel in the case of G. A. Le More & Co. against the United States, No. 211, a copy of a communication of June 1, 1881, from my predecessor to the Hon. George S. Boutwell, agent and counsel of the United States Government, announcing the closing of the evidence-in-chief on the part of the claimant in the above claim.

Be good enough to make a note of said communication on your records.

Yours, faithfully,

GRIMAUD DE CAUX,
Agent ad interim.

WASHINGTON, *June* 1, 1881.

Hon. GEORGE S. BOUTWELL:

SIR: I have the honor to inform you that I have sent to-day a package of documents to the American secretary of the Commission as evidence in the claim of G. A. Le More & Co.

At the request of the special counsel in that case, I have the honor to notify you that the evidence-in-chief in the claim of G. A. Le More & Co. *v.* The United States, No. 211 of the docket of the Commission, is now closed.

P. DÉJARDIN.

DOCUMENTARY EVIDENCE FILED BY FRENCH AGENT.

Filed October 28, 1881.—W. F. P. & L. L., Secs.

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

WASHINGTON, *October* 28, 1881.

To the Secretaries of the French and American Claims Commission:

GENTLEMEN: I request you to file with the other proofs in the above-entitled cause the accompanying certificate of the clerk of the United States Supreme Court relative to an extract from the manuscript record of a case which was before that court at the December term of 1867, and in which G. A. Le More & Co. were claimants for 890 bales of cotton and the United States defendants.

Respectfully, &c.

GRIMAUD DE CAUX,
Agent for the French Republic.

Supreme Court of the United States, December term, 1867.

G. A. LE MORE & CO., CLAIMANTS, of 830 bales of cotton, *v.* THE UNITED STATES, APPELLANTS. } No. 107.

Appeal from the district court of the United States for the southern district of Illin

[Extract from manuscript record.]

Deposition of LEON QUEYROUZE, in behalf of G. A. Le More & Co., taken bef Westley J. Q. Baker, special commissioner, at his office in Monroe, La., on the 22d of August, A. D. 1865.

Int. 9. What subterfuge, if any, did you resort to to conceal the fact that you acquired the cotton you sold him from the so-called Confederate States; why did do so?—A. I told him that the cotton belonged to one P. Garcia, and that I was agent. I have stated in my previous answer the reason I resorted to the subterf of representing myself as the agent of P. Garcia, a Mexican, in the hope of completely satisfying Mr. Le More.

Int. 10. Of what country are you a native; where were you residing at the t you sold this cotton to Le More?—A. I am a native of France; I was residing in M ico at the time I sold this cotton to Mr. Le More.

Int. 11. Have you any reason to know that Le More believed you were neutra the civil war then raging in the United States?—A. Yes; from my declaration him, and from the fact of my being a Frenchman.

* * * * * * *

True copy.
Test:
[SEAL.]

JAMES H. McKENNEY,
Clerk Supreme Court of the United Stat

AGREEMENT TO EXTEND TIME FOR FILING BRIEF OF UNITED STA IN ANSWER.

Filed November 19, 1881.—*W. F. P. & L. L., Secs.*

G. A. LE MORE & CO. *v.* THE UNITED STATES. } No. 211.

It is agreed that the time for filing brief in answer in this case is hereby extenc until further understanding.

CHAS. DE CHAMBRUN,
Counsel French Republic

NOVEMBER 18, 1881.

DOCUMENTARY EVIDENCE.

Filed December 9, 1881.—*W. F. P. & L. L., Secs.*

LE MORE & CO. *v.* THE UNITED STATES. } No. 211.

WASHINGTON, *December* 9, 188

Messrs. W. F. PEDDRICK and LÉONCE LAUGEL,
Secretaries:

You are requested to file the accompanying documents with the papers and pr in the above-entitled case for the information of this honorable Commission.

GEO. S. BOUTWELL,
Agent and counsel on the part of the United State
JOHN DAVIS,
Assistant Couns

DEPARTMENT OF STATE,
Washington, December 5, 1881.

JOHN DAVIS, Esq.,
Assistant Counsel, &c., French and American Claims Commission:

SIR: Pursuant to the request contained in your letter to this Department of the 22d ultimo, I beg to transmit herewith certified copies of the so-called "proclamations of non-intercourse," issued by President Lincoln.

I am, sir, your obedient servant,

ROBERT R. HITT,
Assistant Secretary.

Inclosure 1. A proclamation, dated August 16, 1861. Certified copy.
2. A proclamation, dated April 2, 1863. Certified copy.

No. 575.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I certify that hereto annexed is a true copy of a proclamation issued by the President of the United States on the 16th day of August, 1861, the original of which is on file in this Department.

In testimony whereof, I, James G. Blaine, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 2d day of December, A. D. 1881, and of the Independence of the United States of America the one hundred and sixth.

[SEAL.] JAMES G. BLAINE.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA. A PROCLAMATION.

Whereas on the 15th day of April, 1861, the President of the United States, in view of an insurrection against the laws, Constitution, and Government of the United States, which had broken out within the States of South Carolina, Georgia, Alabama, Florida, Mississippi, Louisiana, and Texas, and in pursuance of the provisions of the act entitled "An act to provide for calling forth the militia to execute the laws of the Union, suppress insurrections, and repel invasions, and to repeal the act now in force for that purpose," approved February 28, 1795, did call forth the militia to suppress said insurrection, and to cause the laws of the Union to be duly executed, and the insurgents have failed to disperse by the time directed by the President;

And whereas such insurrection has since broken out, and yet exists within the States of Virginia, North Carolina, Tennessee, and Arkansas;

And whereas the insurgents in all the said States claim to act under the authority thereof, and such claim is not disclaimed or repudiated by the persons exercising the functions of government in such State or States, or in the part or parts thereof in which such combinations exist, nor has such insurrection been suppressed by said States:

Now, therefore, I, Abraham Lincoln, President of the United States, in pursuance of an act of Congress, approved July 13, 1861, do hereby declare that the inhabitants of the said States of Georgia, South Carolina, Virgina, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida (except the inhabitants of that part of the State of Virginia lying west of the Alleghany Mountains, and of such other parts of that State and the other States hereinbefore named as may maintain a loyal adhesion to the Union and the Constitution, or may be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents) are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States and other parts of the United States is unlawful, and will remain unlawful until such insurrection shall cease or has been suppressed; that all goods and chattels, wares and merchandise, coming from any of said States, with the exceptions aforesaid, into other parts of the United States, without the special license and permission of the President, through the Secretary of the Treasury, or proceeding to any of said States, with the exceptions aforesaid, by land or water, together with the vessel or vehicle conveying the same or conveying persons to or from said States, with said exceptions, will be forfeited to the United States; and that from and after fifteen days from the issuing of this proclamation all ships and vessels belonging in whole or in part to any citizen or inhabitant of any of said States, with said exceptions, found at sea or in any port of the United States, will be forfeited to the United States. And I hereby enjoin upon all

district attorneys, marshals, and officers of the revenue and of the military and naval forces of the United States to be vigilant in the execution of said act, and in the enforcement of the penalties and forfeitures imposed or declared by it, leaving any party who may think himself aggrieved thereby to his application to the Secretary of the Treasury for the remission of any penalty or forfeiture which the said Secretary is authorized by law to grant, if, in his judgment, the special circumstances of any case shall require such remission.

In witness whereof I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the city of Washington this 16th day of August, in the year of our Lord 1861, and of the Independence of the United States the eighty-sixth.

[SEAL.] ABRAHAM LINCOLN.

By the President:

WILLIAM H. SEWARD,
Secretary of State.

No. 576.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I certify that hereto annexed is a true copy of a proclamation issued by the President of the United States on the 2d day of April, 1863, the original of which is on file in this Department.

In testimony whereof I, James G. Blaine, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 3d day of December, A. D. 1881, and of the Independence of the United States of America the one hundred and sixth.

[SEAL.] JAMES G. BLAINE.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA. A PROCLAMATION.

Whereas, in pursuance of the act of Congress approved July 13, 1861 I did, by proclamation dated August 16, 1861, declare that the inhabitants of the States of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida (except the inhabitants of that part of Virignia lying west of the Alleghany Mountains and of such other parts of that State and the other States hereinbefore named as might maintain a legal adhesion to the Union and the Constitution or might be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents) were in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States and other parts of the United States was unlawful and would remain unlawful until such insurrection should cease or be suppressed, and that all goods and chattels, wares and merchandise, coming from any part of said States, with the exceptions aforesaid, into other parts of the United States without the license and permission of the President, through the Secretary of the Treasury, or proceeding to any of said States, with the exceptions aforesaid, by land or water, together with the vessel or vehicle conveying the same to or from said States, with the exceptions aforesaid, would be forfeited to the United States;

And whereas experience has shown that the exceptions made in and by said proclamation embarrass the due enforcement of said act of July 13, 1861, and the proper regulation of the commercial intercourse authorized by said act with the loyal citizens of said States:

Now, therefore, I, Abraham Lincoln, President of the United States, do hereby revoke the said exceptions and declare that the inhabitants of the States of Georgia, South Carolina, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, Florida, and Virginia (except the forty-eight counties of Virginia designated as West Virginia, and except also the ports of New Orleans, Key West, Port Royal, and Beaufort in North Carolina) are in a state of insurrection against the United States, and that all commercial intercourse not licensed and conducted as provided in said act between the said States and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States and other parts of the United States, is unlawful and will remain unlawful until such insurrection shall cease or has been suppressed and notice thereof has been duly given by proclamation; and all cotton, tobacco, and other products, and all other goods and chattels, wares and merchandise, coming from any of said States, with the exceptions aforesaid, into other parts of the United States, or proceeding to any of said States, with the exceptions aforesaid, without the license and permission of the President, through the

Secretary of the Treasury, will, together with the vessel or vehicle conveying the same, be forfeited to the United States.

In witness whereof I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the city of Washington this 2d day of April A. D. 1863, and of the Independence of the United States of America the eighty-seventh.

[SEAL.] ABRAHAM LINCOLN.

By the President:

WILLIAM H. SEWARD,
Secretary of State.

WITHDRAWAL OF THE FRENCH COUNSEL FROM STIPULATION OF NOVEMBER 19.

Filed February 3, 1882—*W. F. P. & L. L., Secs.*

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

Hon. GEO. S. BOUTWELL:

SIR: I have the honor to state that I decline to be bound any longer by the stipulations signed by me in the above-entitled case, and which bears date November 19, 1881.

Very respectfully,

CHARLES ADOLPHE DE CHAMBRUN,
Counsel for French Republic.

WASHINGTON, D. C., *February* 3, 1881.

CLOSING OF EVIDENCE-IN-CHIEF FOR CLAIMANT.

Filed Feb. 3, 1882.—*W. F. P. & L. L., Secs.*

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

OSCAR CHOPIN v. THE UNITED STATES. } No. 592.

ARUNS SORREL *et al.* v. THE UNITED STATES. } No. 594.

JULES LE MORE v. THE UNITED STATES. } No. 595.

A. C. LE MORE v. THE UNITED STATES. } No. 598.

ADELINE F. HABERT v. THE UNITED STATES. } No. 600.

And now comes the counsel for the French Republic, who moves this honorable Commission to close the above-named cases on the part of claimants.

CHARLES ADOLPHE DE CHAMBRUN,
Counsel for French Republic.

FRENCH AND AMERICAN CLAIMS COMMISSION.

CUMENTARY EVIDENCE FROM THE TREASURY DEPARTMENT, FIL
ON BEHALF OF THE UNITED STATES.

Filed June 30, 1882.—W. F. P., Sec.

G. A. LE MORE & CO. *v.* THE UNITED STATES.	No. 211.
ZOLINE GAUTHERIN, ADM'X, *v.* THE UNITED STATES.	No. 590.
JULES LE MORE *v.* THE UNITED STATES.	No. 595.
ATHENAIS LE MORE *v.* THE UNITED STATES.	No. 598.
JULES LE MORE, &c., *et al.*, *v.* THE UNITED STATES.	No. 663.

WASHINGTON, *June* 30, 1882

Mr. W. F. PEDDRICK, *Secretary:*

You are requested to file the accompanying documents with the papers and pr in the above-entitled case on behalf of the United States.

GEO. S. BOUTWELL,
Agent and Counsel on the part of the United State

DEPARTMENT OF STATE,
Washington, January 19, 18

JOHN DAVIS, Esq.,
Assistant Counsel, &c., French and American Claims Commission:

SIR: In compliance with the request contained in your letter of the 6th ins beg to transmit herewith certified copies of certain papers relating to the cl Jules Le More, G. A. Le More, and Leon Queyrouze against the United State pending before the French and American Claims Commission, which have be nished by the Secretary of the Treasury in response to the request of this ment therefor.

I am, sir, your obedient servant,

J. C. BANCROFT DAVI
Assistant Sec

Enclosures: Certified copies as above.

TREASURY DEPARTME
January 1

Hon. F. T. FRELINGHUYSEN,
Secretary of State:

SIR: I have the honor to acknowledge the receipt of your letter of t stant, transmitting a copy of a letter of John Davis, esq., assistant cou United States before the French and American Claims Commission, askin of such papers on file in this Department as relate to the claims of Jules A. Le More, and Leon Querouze against the United States now pending Commission, and in compliance therewith I transmit certified copies of ce relating to said claimants.

Upon further examination, copies of such other papers as may be fo forwarded.

Very respectfully,

CHAS. J. FO

UNITED STATES OF AMERICA.

TREASURY DEPARTMENT, *January* 16, 1882.

I hereby certify that the annexed is a true copy of a paper found among the books, records, papers, and documents relative to transactions of or with the late so-called government of the Confederate States, now in possession of this Department.

In witness whereof I have hereunto set my hand and caused the seal of the Treasury Department to be affixed on the day and year first above written.

[SEAL.] CHAS. J. FOLGER.
Secretary of the Treasury.

Report of the Second Auditor on the claim of G. A. Le More & Co., merchants in Havre, France, filed January 30, 1863.

This is a claim for cloth furnished the Confederate Government, amounting to $80,858.42, with interest from June 3, 1863, and also for damages resulting from the failure of the Confederate States to make a specific performance of their contract with the said claimant.

It appears from the papers filed in this case that the claimants, who are large manufacturers in Havre, contracted to furnish cloth to the Confederate States in July, 1861, and continued to deliver said cloth at various periods and ports in the Confederate States. The cloth for which the present claim is made was delivered to Maj. C. Russell, chief quartermaster of the first division of Texas, June 3, 1863, and was to be paid for by the 3d of September ensuing in cotton, at the market value of the day in Brownsville. (See letter of Maj. C. Russell to Leon Queyrouse, dated October 30, 1863.) At the day stipulated for payment no cotton was on hand to meet the claim, and its payment was, therefore, postponed from time to time, it appears, until Brownsville was captured by the Federal forces. On the 10th of January the claimants, by their agent, applied to Colonel Hutchings, chief of the Texas cotton office, for the settlement of their claim, and were by him referred to General Kirby Smith, commanding the trans-Mississippi Department. (See letter of Leon Queyrouse to Colonel Hutchings, dated January 10, 1864, with indorsement of Colonel Hutchings thereon.) The claimants obtained from General Smith an order on Lieut. Col. W. A. Broadwell, chief of the cotton bureau, to pay the certified account of Major Charles Russell for about $80,000 in cotton, at 20½ cents per pound. Said order also stipulated that a permit to export said cotton would be issued upon payment of the duty required by law. (See letter of Leon Queyrouse to General Smith, dated January 21, 1864, with indorsement of General Smith thereon.) Upon coming to a settlement with Lieutenant-Colonel Broadwell, who offered to deliver the cotton on the Mississippi or Red River, the claimants asked that the cotton turned over to them should be put down at a price low enough, or else such an amount should be delivered to them as would make up the difference had the cotton been delivered where and when it was due in Brownsville (see letter of Colonel Broadwell to Le More & Co., dated January 20, 1864), and filed a statement of expenses on cotton delivered on the Mississippi or Red River, showing a loss of $41.53 per bale on cotton due at Brownsville. (See memorandum filed by Leon Queyrouse, dated January 26, 1864, and letter from Leon Queyrouse to General Smith, dated January 29, 1864.) While admitting the truth of said statement (see indorsement of Colonel Broadwell on last-mentioned letter), Colonel Broadwell was of opinion that the advance in the value of cotton would cover fully any estimated losses of the claimants, and he finally gave them an order on Maj. J. A. Buckner for 898 bales of cotton, estimated at 450 pounds per bale, out of any Government cotton under his control not already disposed of, nearest the enemy's lines at the Mississippi River, amounting, at 20½ cents per pound, to $82,840.50-100. (See order of Colonel Broadwell on Major Buckner, dated January 26, 1864.) The claimants accepted said order, and signed a receipt in full for their claim, being the certified account of Major Russell for $80,858.42-100, reserving the right of appealing to General Smith for the settlement of the differences claimed by them, amounting to $37,383.74-100. (See letters of Lieutenant-Colonel Broadwell to General Smith, dated March 2, 1864; letter of Jules Le More to General Smith, dated March 7, 1864.)

This supplemental claim of Messrs. Le More & Co. was finally, in the ensuing March, referred to arbitrators, T. M. Belknap, on the part of the claimants, and Richard Nugent, chosen by Lieutenant-Colonel Broadwell. It appears also from the papers filed in this case that in case of an inability to come to a decision the arbitrators were authorized to call in as umpire Mr. Ulger Lanne, president of the Branch Citizens' Bank, whose decision should be final. The arbitrators being unable to agree, called in Mr. H. M. Wright as umpire, who, together with Mr. Nugent, awarded that the claim of Messrs. G. A. Le More & Co. had been equitably settled. (See letter from Colonel Broadwell to Messrs. Nugent and Belknap, dated March 8, 1864; letter of Jules Le More to F. K. Belknap, dated March 10, 1862; letter of Jules Le More to Colonel Broad-

well, dated March 11, 1864; letter of Jules Le More to General Smith, of same date.) Against this decision and the action of the arbitrators the claimants filed their protest. (See protest of Jules Le More, dated March 12, 1864.)

Subsequently to this transaction the claimants received from Major J. A. Buckner, in payment of the order of Lieutenant-Colonel Broadwell, for 898 bales of cotton, estimated at 450 pounds per bale; 983 bales, weighing 411¼ pounds average, amounting, at 20¼ cents per pound, to $82,923.42; 323 bales being on the plantation of A. Lazare, near Monroe, La., on the Ouachita River, and 660 bales on the plantation of J. T. Simmons, near the same place. (See receipt of Leon Queyrouze, dated March 22, 1864.) On the 3d of April the 660 bales last mentioned, and on the 10th of April the 323 bales on Lazare's plantation were captured by the enemy. (See letter of J. T. Simmons to Jules Le More, dated April 3, 1864, and certificate to A. Lezare, marked 20.) Before the capture of said cotton the agent of the claimants had gone to General Smith to obtain a permit to export said cotton, and to General Taylor to obtain authority to remove said cotton by steamboat brought from the enemy's lines, without which it could not be shipped with security. (See certificate of R. W. Richardson, marked 25.) He obtained this authority on the 5th of April (see permits of Generals Smith and Taylor, marked 16), but was not able to return, owing to the fleet of the enemy, before the cotton was captured. (See affidavit of A. Lazare, dated April 24, 1864.)

The claimants contend that as the permit from General Taylor authorizing a Federal steamer to take said cotton had not reached them before said cotton was captured, that the transaction between the Confederate Government or its agent and said house of Le More & Co. had not been completed, and there was not such a full and entire delivery of the cotton as would render claimants and not the Confederate States liable for its loss. (See affidavit of Jno. Pargond and others, marked 24.)

The last item for which claim is made is for $538.80, being the value of a draft for 2,694 francs given by claimants in payment of the export duty on 898 bales of cotton.

I am satisfied that the claim of Le More & Co. has been already equitably adjusted. See indorsement of Colonel Broadwell on letter from Leon Queyrouse, dated January 26, 1864; letter of Colonel Broadwell to Major Buckner, dated February 24, 1864, and also letter of Colonel Broadwell to General Smith, dated March 20, 1864.

With respect to refunding the export duty, I concur in the opinion expressed by Colonel Broadwell, indorsed on the communication of J. P. Harris, attorney, demanding the refunding of the duty, and see no propriety in doing so. This claim was fully satisfied and discharged when the parties accepted the 938 bales of cotton, and it was their misfortune, resulting from the evils of war, that they have suffered the loss; the officers of the Confederate States government manifested an earnest desire to do justice to the parties, and used every exertion to that end. I conceive that the Government is fully exonerated from all demands in this case.

Treasury Department, Second Auditor's Office, March 24, 1865.

R. W. GRAME,
Acting Auditor.

[Indorsement.]

Report of the Second Auditor on the claim of G. A. Le More & Co., of Havre, France, for cloth furnished Confederate States.

Reported March 24, 1865.

Received by Comptroller March 25.

COMPTROLLER'S OFFICE, *March* 28, 1865.

I concur in this report that this claim has been equitably adjusted and settled. The receipt of the claimants' authorized agent (dated March 22, 1864) was given to Major Buckner, who was in charge of the cotton, for 983 bales of cotton "on the banks of the Ouachita River, 373 on the plantation of Mr. Lezare, parish of Ouachita, and 660 on the plantation of Mr. Thomas Simmons, in the parish of Caldwell, under an order from General E. K. Smith, which is in payment (with the provisos annexed) of a claim of Messrs. J. A. Le More & Co. against the Confederate States to the amount of $80,858.42. It is understood that if the cotton is destroyed by Confederate soldiers or citizens whilst in the lines of the Confederate States the Confederate States will owe Messrs. J. A. Le More & Co. the number of bales destroyed. It is further understood that in receiving the 983 bales from Maj. J. A. Buckner, the undersigned, acting for J. A. Le More & Co., do not waive or abandon the right or claim to the 324 bales submitted to arbitration." It appears to me that this receipt is full, absolute, and explicit as accepting in payment of their claim the cotton agreed upon at the places specified "on the banks of the Ouachita River."

By this settlement the claimant became the owner of the cotton and could have sold it to other parties upon the order of Colonel Broadwell, accepted by Major Buckner, who was in charge of the cotton; and it is evident that the claimants so understood it, for they were then making arrangements to remove it in a Federal steamer; con-

quently the capture of the cotton was their loss, and not that of the Confederate States, and the Government of the United States is manifestly responsible to the claimants for the capture of their cotton. As to the award of the arbitrators upon 324 bales, and the objections stated by Mr. Le More to the umpire, &c., it is undoubtedly the province of the arbitrators, and not of the parties, to appoint an umpire. In the appointment made in this case, both the arbitrators certify that they selected Mr. Wright as umpire, who concurred with Mr. Nugent that the claim was equitably settled," &c., and Mr. Belknap appears to have acquiesced. In regard to the export duties, for which the claimants give a draft for 2,694 francs, there can be no doubt that this amount should be refunded when it is shown that the draft has been paid, or the draft should be returned to the claimants, for the cotton was not exported, and therefore the duties not being justly due must be refunded.

LEWIS CRUGER,
Comptroller.

UNITED STATES OF AMERICA.

TREASURY DEPARTMENT, *January* 16, 1882.

I hereby certify that the annexed are photographic copies of papers found among the books, records, papers, and documents relative to transactions of or with the late so-called government of the Confederate States, now in the possession of this department.

In witness whereof I have hereunto set my hand and caused the seal of the Treasury Department to be affixed on the day and year first above written.

[SEAL.] CHAS J. FOLGER,
Secretary of the Treasury.

The Confederate States to Leon Queyrouze, agent, Dr.

June 3, 1863:

For 58 bales military gray cloth, 17,891 yards, at $3.54¾ per yard	$63,453 42
4 bales military gray cloth (fine), 4,294 yards, at $4.05¼ per yard	17,405 00
	80,858 42

I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of June, 1863.

CHARLES RUPELL,
Chief Quartermaster, West Sub. District of Texas.

Received at Shreveport the 20th of January, 1864, of Colonel Broadwell, assistant quartermaster, Confederate States army, the sum of $80,858.42, in full of the above account.

LEON QUEYROUZE.

The Confederate States to Leon Queyrouze, Dr.

June 3, 1863:

For 58 bales military gray cloth, 17,891 yards, at $3.54¾ per yard	$63,453 42
4 bales military gray cloth (fine), 4,294 yards, at $4.05¼ per yard	17,405 00
	80,858 42

I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the —— of ——, 186–.

CHAS. RUPELL,
Chief Quartermaster, West Sub. District of Texas.

Received at Shreveport the 20th of January, 1864, of ——, assistant quartermaster, Confederate States army, the sum of $80,858.42 in full of the above account.

LEON QUEYROUZE.

[Duplicate.]

SHREVEPORT, LA., *March* 7, 1864.

Lieut. Gen. E. KIRBY SMITH,
Commander Trans-Mississippi Department, Shreveport, La.:

GENERAL: Mr. Leon Queyrouze, our agent, being absent of this city, I have received the documents directed to him, with your indorsement and that of Lieutenant-Colonel Broadwell.

In answer to both of those indorsements, I have the honor to say that Lieutenant-Colonel Broadwell's statement of the transaction is correct as it is, but not complete in this: 1st. That he omits to say that we were willing to settle our claim at the rate

of 20½ cents per pound on the footing of cotton delivered to us at Brownsville at that rate, thus claiming for the difference of expenses between the places of delivery.

2d. That after your departure from this place for Texas, Mr. L. Queyrouze, our agent, and myself called on Lieutenant-Colonel Broadwell with your order for settlement, with the conviction that this settlement would be as here above stated, and formerly understood in our previous conversation; but when we found him unwilling to come to that understanding, I personally told him that to avoid any further delay, we would accept the settlement he chosed, to wit, 898 bales of cotton, protesting verbally, and subsequently in writing, against such a settlement as a final one, as it appears by Mr. Leon Queyrouze's letter of the 26th January, and indorsed by Lieutenant-Colonel Broadwell on the 27th, advising him verbally that we would submit the same to your consideration on your return, as we did by Mr. Queyrouze's letter of the 29th of January, in which he refuted the accusation of speculation on our part.

Within the last ten days Lieutenant-Colonel Broadwell offered us a settlement (in an unofficial manner) by drafts on Yankee banks, at a rate which was not acceptable for such fluctuous currency as greenbacks.

As to the offer mentioned in Lieutenant-Colonel B.'s indorsement of $120! in specie for each bale of cotton given to us in settlement, he has never made us such an offer, although he was perfectly aware then and ever since we first saw him in relation to this matter that we were desirous to get here the amount of our claim, with interest in gold, rather than staple. The only offer he made, and that not in a business-like manner, was $90 per bale, which price would not cover the principal of our claim. This offer was only made since Mr. Queyrouze's letter of the 29th of January was handed to you.

Another fact which I wish to submit to your consideration is that, although the order for settlement was issued on the 23d of January, 1864, although three days afterwards we accepted as on account and under protest for your further consideration, the 898 bales, the first one has not yet been delivered.

As I am mostly anxious to settle this claim on account of our loss on that transaction, and so as to avoid any further misunderstanding, I would respectfully request of you an interview with you and Lieutenant-Colonel Broadwell, so as to relate and establish the facts in whole, and thus obtain a final decision. Be pleased to appoint the most convenient hour, and to let me know it, care of Ulger Lauvé, president of the Branch Bank of the Citizens.

Feeling deeply sorry for all the trouble that I may have unwillfully given you, I am, general, awaiting your answer,

Your most respectfully and obedient servant,

JULES LE MORE.

MONROE, LA., *March* 22, 1864.

Received from Maj. John A. Buckner, acting in behalf of the Confederate States of America, 983 bales of cotton, averaging 411½ pounds to the bale, on the banks of the Ouachita River; 323 bales on the plantation of Mr. Lazare, parish of Ouachita, and 660 on the plantation of Mr. Thomas Simmons, in the parish of Caldwell, under an order from Lieut. Gen. E. Kirby Smith, which is in payment (with the provisos annexed) of a claim on the part of Messrs. J. A. Le More & Co., of France, against the Confederate States, to the amount of $80,858.42. It is understood that if the cotton, or any part of it, be destroyed by Confederate soldiers or citizens whilst the cotton is in the lines of the Confederate States, the Confederate States will owe Messrs. J. A. Le More & Co. the number of bales of cotton destroyed.

It is further understood that in receiving the 983 bales of cotton from Maj. John A. Buckner the undersigned, acting for and in behalf of J. A. Le More & Co. aforesaid, do not waive or abandon their right or claim to the 324 bales of cotton which was submitted to arbitration.

LÉON QUEYROUZE,
Agent.

MATAMOROS, *September* 21, 1864.

Col. W. A. BROADWELL,
Chief Cotton Bureau, present:

COLONEL: You are aware that upon your order on Maj. John A. Buckner, at Monroe, I received for account for Messrs. G. A. Le More & Co., of Havre, 983 bales of cotton. It is also to your knowledge that said cotton has been taken and carried away by the Federal forces on the Ouachita.

I respectfully ask that a permit of the same quantity of bales be granted to me to export the same by the Rio Grande.

In hopes that you will take my request in consideration, I remain, most respectfully, your most obedient servant,

LÉON QUEYROUSE.

MATAMOROS, *September* 21, 1864.

A. BROADWELL, *Brownsville:*

IEUR ET AMI: Ne pouvant obtenir une passe pour aller causer avec vous, je la liberté de vous écrire. Je le fais en français parce que je sais que cette vous est bien connue, et aussi parceque je desire que cette lettre soit privée et ielle.

ire vous parler des 324 balles de coton que je réclamais dans le temps en com- n des frais énormes que celles reçues en paiement devaient nous occasionner. ettez-moi, Colonel, d'appeler votre attention sur la justice de cette réclamation. légitime, et si le Major Russell, à qui je fis la vente de drap, avait eu du coton nner en paiement, dans l'intérieur du Texas, au lieu de me le livrer à Browns- m'aurait donné en sus du montant du bill, une quantité suffisante pour les transport. Cest ainsi qu'on a réglé plusieurs personnes dont quelques unes ore ici. Pourquoi ferait-on une difference avec nous? Alors que personne ne vendre au gouvernement autrement que pour du comptant, je n'ai pas hésité mes marchandises sur une promesse de paiement à 90 jours.

nsidérations, Colonel, l'énorme perte que viennent de faire ces messieurs, les voyage, etc., ne sont-elles pas suffisantes pour qu'on nous traite au moins n et sur le mete pied que les autres?

on nous était dû à Brownville à raison de 20c. à 20½c. la livre le 3 septembre e soumets ceci à votre juste appréciation, et si vous croyez que je puisse ob- stice, veuillez me faire savoir dans quels termes je dois en faire la demande. tendant votre réponse, je suis, monsieur et ami, votre tout dévoué serviteur,

LEON QUEYROUZE.

–Si vous ne trouvez personne qui puisse me porter une réponse aux deux let- illez confier le tout à Mr. Maxent ou à Mr. Dartigues.

MATAMORAS, *September* 21, 1864.

A. BROADWELL,
hief Cotton Bureau, present:

IEL: You are aware that upon your order upon Maj. John A. Buckner, at Mon- ceived, for account of Messrs. G. A. Le More & Co., of Havre, 983 bales of cot- is also to your knowledge that said cotton has been taken and carried away Federal forces on the Ouachita. I respectfully ask that a permit of the same y of bales be granted to me to export the same by the Rio Grande.

es that you will take my request in consideration, I remain, most respect- ur most obedient servant,

LEON QUEYROUZE.

DEPARTMENT OF STATE,
Washington, February 2, 1882.

AVIS, Esq.,
ssistant Counsel, &c., French and American Claims Commission:

By way of further reply to your letter of the 6th ultimo, I beg to transmit h certified copies of papers relating to the claim of Jules Le More, G. A. Le d Leon Queyrouze *vs.* The United States, which have been furnished by the y of the Treasury.

am, sir, your obedient servant,

J. C. BANCROFT DAVIS,
Assistant Secretary.

ure: The certified copies which accompanied Treasury letter, dated January

[Copy.]

TREASURY DEPARTMENT, *January* 28, 1882.

T. FRELINGHUYSEN,
Secretary of State:

Referring to my letter of the 16th instant, I have the honor to transmit here- further response to the request of John Davis, esq., assistant counsel of the States before the French and American Claims Commission, communicated in ter of the 11th instant, copies of such other papers as have been found in the nent, relating to the transactions of Jules Le More, G. A. Le More, and Leon ize.

ery respectfully.

CHAS. J. FOLGER,
Secretary.

UNITED STATES OF AMERICA.

TREASURY DEPARTMENT, *January* 28, 1

I hereby certify that the annexed are true copies of papers found among the records, papers, and documents relative to transactions of or with the late so Government of the Confederate States, now in the possession of this Departme

In witness whereof I have hereunto set my hand and caused the seal of the Tr Department to be affixed on the day and year first above written.

[SEAL.] CHAS. J. FOLGER,
Secretary of the Treas

[Headquarters Trans-Mississippi Department, office of the Cotton Bureau.]

SHREVEPORT, *January* 20, 1

Messrs. G. A. LE MORE & CO., *of Havre:*

GENTLEMEN: I have the honor to return you the certified account of Maj. C Russell for $80,858.42, with the accompanying papers. I will take up the a with cotton at 20½ cents per pound if directed to do so by the department comm The point of delivery will be made known as soon as he approves such a settl of your claim.

Very respectfully, your obedient servant,

W. A. BROADWELL,
Lieutenant-Col

Your previous transactions with the Government are known to me, and if nec I will state the facts to Lieutenant-General Smith.

[Indorsement.]

I can give you the cotton here or on Red River, or I can direct Major McE Alexandria, to take up the account with any cotton he has nearest the enemy's or if Major Buckner thinks he can meet a requisition for a thousand bales I will on him.

W. A

JANUARY 23, 1

Until other parties have had their full quota designated it will be difficult to the above, but in a few days after my arrival at Monroe will be able to give nite reply.

JOHN A. BUCKNER,
Major and A. A

SHREVEPORT, LA., *January* 21, 1

Lieut. Gen. E. KIRBY SMITH,
Commanding Department of Trans-Miss., Shreveport, La.:

GENERAL: I have the honor to acknowledge you the receipt of Captain communication of date to Lieutenant-Colonel Hutchings, in answer to my d for a final settlement of my claim for an invoice of cloth delivered to Maj. C. R quartermaster at Brownsville, on the 3d of June, 1863. This communication me in the same uncertainty as I was before I undertook the long and tiresome come here, thus acting accordingly with instructions and suggestions of Captai cayet, who affirmed me that I would obtain justice from you.

Lieutenant-Colonel Broadwell, after a careful examination of my claim, a papers appertaining to it, gave me a letter by which he confirmed that he was to settle with me. In the conversation he alluded to a settlement of my cl specie instead of cotton, which I am willing to accept. I had then all reasons lieve that I had come to the end of my troubles, but the communication allu here above in placing my claim in a general point of view, declines me the ri priority to which I am entitled, and in referring me to the cotton bureau at Ho deprives me even of the hope of getting a final settlement, the chief of that being unable to settle it without a special order from you. Lieutenant-C Broadwell is ready, upon your order, to settle my voucher by an equivalent in c therefore, I beg leave of you, general, to reconsider the matter and authorize C B. to settle with me, or if not compatible with your views, to give me a special for an immediate settlement with Lieutenant-Colonel Hutchings.

I have the honor to be, your most obedient servant,

LEON QUEYROU

SHREVEPORT, LA., *January* 26, 1864.

I this day acknowledge to have received from Lieut. Col. W. A. Broadwell an order upon Maj. J. A. Buckner for (898) eight hundred and ninety-eight bales of cotton in payment of the certified account of Maj. Chas. Russell for $80,858.42, as ordered by Lieutenant-General Smith in his indorsement upon this instrument. The order for the cotton is made in favor J. A. Le More & Co.

LEON QUEYROUZE.

[No. 56.]

[Endorsements.]

NOTE.—Maj. Buckner is authorized, should the cotton used in payment be found to weigh less than 450 pounds per bale, to deliver enough additional to bring the quantity up to that average.

W. A. B.

[Headquarters Trans-Miss. Department.]

SHREVEPORT, *January* 22, 1864.

Lieut.-Col. W. A. Broadwell, chief of the cotton bureau, will pay the certified account of Maj. Chas. Russell for about $80,000 in cotton at 20½ cents per pound.

A permit to export cotton thus acquired will be issued upon payment of the duty required by law.

By command of Lieutenant-General E. Kirby Smith.

GEO. WILLIAMSON,
Maj. and A. A. S.

[Headquarters Trans-Mississippi Department, Office of the Cotton Bureau.]

SHREVEPORT, LA., *January* 26, 1864.

Maj. J. A. BUCKNER,
Assistant Inspector General, Monroe, La.:

MAJOR: You have herewith the application of Messrs. G. A. Le More & Co., of Havre, to obtain a settlement of a claim due them by the Government, payable in gold at Brownsville, or cotton at specie value, upon which is indorsed an order from Lieutenant-General Smith to pay the same in cotton at 20½ cents per pound.

This debt is in the shape of the certified account of Maj. Chas. Russell for $80,858,42.

In order to cover the same, facilitate delivery, and make a liberal settlement with these gentlemen it has been determined here to average the weight of the cotton at 450lbs. per bale. Say (898) eight hundred and ninety-eight bales of cotton, which you will deliver to Messrs. G. A. Le More & Co., or their authorized representative, out of any government cotton under your control, not already disposed of, nearest the enemy's lines at the Mississippi River.

An order will be issued from department headquarters exempting this 898 bales of cotton from destruction by our forces.

Very respectfully, your obedient servant,

H. A. BROADWELL,
Lieutenant-Colonel and Chief of Cotton Bureau.

[Indorsement.]

Major Buckner delivered 983 bales of cotton on this order, weighing 411½ pounds average; the weight was computed at 450 pounds when the estimate of 898 bales was made.

W. A. B.

[Headquarters Trans-Mississippi Department, office of the Cotton Bureau.]

SHREVEPORT, LA., *January* 26, 1864.

Major J. A. BUCKNER,
Assistant Inspector-General, Monroe, La.:

MAJOR: You have herewith the application of Messrs. G. A. Le More & Co., of Havre, to obtain a settlement of a claim due them by the Government payable in gold at Brownsville, or cotton at specie value, upon which is indorsed an order from Lieutenant-General Smith to pay the same in cotton at 20½ cents per pound. This debt is in the shape of the certified account of Major Chas. Russell, for $80,858.42.

In order to cover the same, facilitate delivery, and make a liberal settlement with these gentlemen, it has been determined here to average the weight of the cotton at 450 pounds per bale, say 898 bales of cotton, which you will deliver to Messrs. G. A. Le More & Co., or their authorized representatives, out of any Government cotton

under your control, not already disposed of, nearest the enemy's lines at the Mississip River. An order will be issued from department headquarters exempting this 8 bales of cotton from destruction by our forces.

Very respectfully, your obedient servant,

W. A. BROADWELL,
Lieutenant-Colonel and Chief of Cotton Bureau.

Official:

W. C. BLACK,
Captain and Assistant Quartermaster.

Major Buckner delivered 983 bales of cotton on this order, weighing 411½ pou average; the weight was compensated at 450 pounds when the estimate of 898 ba was made.

W. A. B

Official:

W. C. BLACK,
Captain and Assistant Quartermaste

[No. 1907. Headquarters Trans-Mississippi Department.]

SHREVEPORT, LA., *January* 29, 1864

COLONEL: In reply to your letter of this date, stating "Messrs. G. A. Le More Co. inform you they have not the coin to pay the export duty on the cotton acquir by them from the Government, 898 bales," and stating you "have said to them y see no way of conforming to the law unless you (I) authorize you to take his exchan on Havre in lieu of coin," I have the honor to say, while I believe Lieutenant-Gener Smith would approve, under the circumstances, of your accepting the exchange in li of the coin, I am unwilling to assume the responsibility of giving any order in t matter in his name without special instructions.

Very respectfully, your obedient servant,

GEO. WILLIAMSON,
Major and Acting Assistant Quartermaster.

Lieutenant-Colonel BROADWELL,
Chief of Cotton Bureau, Shreveport, La.

HEADQUARTERS COTTON BUREAU,
Shreveport, La., January 29, 1864.

Respectfully referred to Messrs. G. A. Le More & Co.

W. A. BROADWELL,
Lieutenant-Colonel.

(Indorsement:) Returned. We have not the coin and the arrangements fall throu unless you can take a draft or security for payment of the duty here within six days. Pp. G. A. Le More & Co. Jules Le More.

[Headquarters Trans-Mississippi Department, office of the Cotton Bureau.]

SHREVEPORT LA., *March* 2, 1864.

GENERAL: Messrs. G. A. Le More & Co. presented to me on the 20th of Janua Maj. Charles Russell's certified account for $80,858.42, which they said ought to ha been paid some time since in cotton at 20½ cents per pound. They were informed t if you directed it I would pay them in any cotton under my control at 20½ cents, wh they signified a willingness to accept, requested me to make the proposition in wr ing, and that they would show it to you, and endeavor to procure your order up me to settle.

In reply to their application to this effect they were referred by Captain West Colonel Hutchings, against which they remonstrated, and urged you to permit debt settled by me. Whereupon you ordered me to pay the account of Major Rus at 20½ cents per pound in cotton, said cotton to be exempted from destruction, w permit to export.

Subsequently, after you left for Houston, Messrs. Le More & Co. complained t they were not given enough cotton. They were informed that the 898 bales of cot given them in payment would bring at $100 per bale specie (which price has been peatedly offered you), nearly $10,000 more than the certified account of Major Rus

Very respectfully, your obedient servant,

W. A. BROADWELL,
Lieutenant-Colone

Lieutenant-General SMITH.

Official:

W. C. BLACK,
Captain and *Assistant Quartermaste*

On the 26th of January, three days prior to the date of this letter, I settled with Messrs. Le More & Co., and took up the indebtedness of the Government by a draft on Major Buckner for 898 bales cotton, for which we have been offered in gold, or its equivalent, $120 per bale—$107,766. Messrs. Le More & Co. claim in this letter only $80,858.42 and interest. The difference between the amount they claim and the amount the cotton can be sold for will cover all the damages sustained by the delay. I offered to pay these gentlemen in checks of the Canal & Citizens' Bank, at 60 per cent. discount, when gold was quoted at 59 premium. I never had any order to settle their claim for damages. I did not know they claimed any damages at the time I requested the general to order the Russell account settled in cotton at 20½ cents per pound, but supposed that the settlement ordered by General Smith was satisfactory and would prove final.

W. A. BROADWELL,
Lieutenant-Colonel.

Official:

W. C. BLACK,
Captain and Assistant Quartermaster.

N. B. The receipt of Leon Queyrouse, agent of Messrs. Le More, shows that 983 bales of cotton were delivered. This excess in the number of bales was caused by the deficiency in weight of the 898 as stated above.

W. A. B.

COTTON BUREAU, SHREVEPORT, *March* 8, 1864.

Messrs. R. NUGENT and J. T. BELKNAP:

GENTLEMEN: With the consent of Mr. Le More you are designated by Lieutenant-General Smith to determine the merits of some demands made by Le More, which he will explain to you. I have the honor to inclose the papers relating thereto, and will thank you to record your decision on the back of this paper.

Should any information desired by you be omitted, I will gladly supply the deficiency.

It is proper to add that Maj. J. A. Buckner informed these gentlemen in my presence that he was prepared to give the cotton which they had selected after personal examination.

Very respectfully, your obedient servant,

W. A. BROADWELL,
Lieutenant-Colonel.

I send this by Capt. W. C. Black, who will represent the Government.

If you are unable to agree, please select some third party whose decision will be final.

W. A. B.

[Indorsements.]

COTTON BUREAU, SHREVEPORT, *March* 10, 1864.

Respectfully referred to Brig. Gen. W. R. Boggs, for his information, that the case of Le More & Co. has been finally settled in accordance with the manner proposed by himself.

W. A. BROADWELL,
Lieutenant-Colonel.

Upon examination of the papers presented in this case, we decide that the claim of Messrs. Le More & Co. has been equitably settled.

Shreveport, March 10, 1864.

RICHARD NUGENT.
H. M. WRIGHT,
Umpire.

H. M. Wright was selected by us as the third party.

J. T. BELKNAP,
RICHARD NUGENT.

SHREVEPORT, *March* 10, 1864.

Upon examination of the documents referred to within, it is my opinion that Messrs. Le More & Co. have no further claim on this department, as exhibited by the receipt of Maj. Charles Russell's certified account, without prejudice to any claim they may have against the Confederate States Government at Richmond for difference in delivery of cotton paid them.

J. T. BELKNAP.

SHREVEPORT, LA., *March* 11, 1864.

Col. W. A. BROADWELL, *Shreveport:*

COLONEL: Having heard from Mr. Belknap, my arbitrator in the case pending between us, that he cannot come to an understanding with your own arbitrator, Mr. Nugent, therefore I request that Mr. Ulger Lauve, president of the Branch Citizens' Bank, may be called to decide the question, as it was agreed by Lieut. Gen. E. Kirby Smith in our interview with him on the 9th instant.

Respectfully, your obedient servant,

JULES LE MORE.

SHREVEPORT, LA., *March* 11, 1864.

To Lieut. Gen. E. KIRBY SMITH,
Commanding Department Trans-Mississippi, Shreveport:

GENERAL: Hearing at this very moment that Messrs. Belknap and Nugent, arbitrators appointed to decide in the case pending between Colonel Broadwell and myself could not come to an agreement, Mr. Wright happening to come in Colonel B.'s office, was called to give his opinion, when it was understood in your presence that in case Messrs. Belknap and Nugent could not come to a definite conclusion, Mr. Ulger Lauve would be called as an umpire. I would therefore request of you, general, that you would maintain the agreement made before you.

Respectfully, your most obedient servant,

JULES LE MORE.

[Indorsement.]

COTTON BUREAU, SHREVEPORT, *March* 11, 1864.

Respectfully returned. Mr. Le More addressed a similar letter to me, to which I made the following reply:

Mr. JULES LE MORE:

DEAR SIR: In reply to your favor of this date I have the honor to inform you that the case to which you refer was disposed of yesterday in accordance with your own proposition and the usual manner of adjusting such difficulties. All the facts are clearly expressed in writing by the report of the Commission, a copy of which I beg permission to inclose. The original is filed at department headquarters for the information of Lieutenant-General Smith. Mr. Lauve is a gentleman for whom I entertain very high respect, but I doubt whether he would consent to act in a case of this description, wherein you claim the extraordinary privilege of selecting two out of three persons to determine your own case.

Hoping this explanation will prove satisfactory, I have the honor to announce that this case will not be reopened with my consent.

W. A. BROADWELL,
Lieutenant-Colonel.

SAN ANTONIO, TEX., *June* 23, 1864.

SIR: In reply to yours of this date, I have the honor to state that the purchase of gray cloth from you was made with the expectation of paying for the same in cotton to be delivered at Brownsville, Tex., at its market value on the day of delivery. If the cotton had been delivered to you at any point in the interior of Texas or elsewhere, I should either have charged its specie value at the place of delivery or the Brownsville price, less the cost of transportation from the place of the delivery to Brownsville. I certainly should not expect you to receive cotton on the Brazos or at San Antonio at Brownsville prices.

Very respectfully, your obedient servant,

CHARLES RUSSELL,
Major and Quartermaster, C. S. A.

Maj. LEON QUEYROUZE,
San Antonio, Tex.

MATAMORAS, *September* 19, 1864.

Col. W. A. BROADWELL,
Chief Cotton Bureau, Shreveport:

COLONEL: Some months ago Mr. J. Le More gave you a draft on Messrs. G. A. Le More & Co., of Havre, for the sum of 2,694 francs, being the amount of export duties on cotton, for which you gave an order on Maj. John A. Buckner, at Monroe.

Said cotton having been seized by the Federal forces on the Ouachita, I respectfully beg of you that said draft be returned to me.

bsence you would oblige me very much by handing it to Mr. John Lannee, ; it to me here, care Queyrouze, Tertron.
y respectfully, your obedient servant,

LEON QUEYROUZE, *Agent.*

[Indorsements.]

COTTON-BUREAU, TRANS-MISSISSIPPI DEPARTMENT,
San Antonio, November 13, 1864.

fully referred to Hon. P. M. Gray, agent of the Treasury Department, who d that by direction of the commanding general I ordered Major Buckner to an indebtedness of Maj. Charles Russell of about $80,000, due in specie, with t of the Ouachita River, within a short distance of Natchez. No military present to destroy cotton in the section where this was located, and this th some other parcels, fell into the hands of the enemy.
e approval of headquarters and in the absence of any collector of customs, I Messrs. Le More, as they had no coin, a draft upon Havre for the export duty. vas deposited, with all other export duties collected by me, in the depository port, La., to the credit of the treasury C. S. Under the circumstances, as s claim to have lost the cotton, it may be right to return this money. The presented and the decision of Judge Gray is respectfully asked.

W. A. BROADWELL,
Lieutenant-Colonel.

C. S. TREASURY AGENCY, *November* 9, 1864.

of exchange was irregularly deposited in the Treasury. It may be returned positor and he can decide to whom it belongs.

P. W. GRAY,
Agent Treasury.

d at agency, October 29, 1864.

COTTON BUREAU, SHREVEPORT, LA.,
December 26, 1864.

to certify that on the 22d day of March, 1864, I delivered, through Maj. J. A. to Messrs. G. A. Le More & Co., of Havre, France, 983 bales of cotton on River, and received by them in payment of the certified account of Maj. ussell for $80,858.42. This cotton was delivered by Maj. John A. Buckner, ider authority from this office; all of which is evidenced by the receipt of yrouze, agent of Messrs. Le More & Co.

W. A. BROADWELL,
Lieutenant-Colonel.

COTTON BUREAU, SHREVEPORT, LA.,
December 26, 1864.

o certify that on the 22d day of March, 1864, I delivered, through Maj. J. er, to Messrs. G. A. Le More & Co., of Havre, France, 983 bales of cotton on River, and which was received by them in payment of the certified account of les Russell for $80,858.42. This cotton was delivered by Maj. John A. Buck- g under authority from this office; all of which is evidenced by the receipt of yrouze, agent of Messrs. Le More & Co.

W. A. BROADWELL,
Lieutenant-Colonel.

[Office for the Settlement of Im. Claims.]

SHREVEPORT, LA., *December* 21, 1864.

l. W. A. BROADWELL,
ef of the Cotton Bureau, Shreveport, La.:

y a letter of Matamoras, December 1, 1864, Mr. Leon Queyrouze, agent of More & Co., Havre, France, request me to ask you to deliver me a certificate ate, signed and attested before a notary public in Louisiana, specifying that ales of cotton (delivered by you or your agent) are the *bona fide* property of . A. Le More & Co., of Havre, France.
sed to forward it to my office, Telegraph Buildings, at your earliest conven- Mr. Queyrouze is very anxious to have it as promptly as possible.
ir, awaiting your answer, very respectfully, your obedient servant,

A. E. LASALLE.

SHREVEPORT, LA., *January* 5, 1865.

Lieut. Col. W. A. BROADWELL, *present:*

COLONEL: Please to sign the duplicate of your certificate for Leon Queyrouze and G. A. Le More & Co., as they request me to send them in duplicate.

You will oblige, respectfully, your obedient servant,

A. E. LASALLE.

[Office chief quartermaster, first division of Texas.]

FORT BROWN, *October* 30, 1863.

SIR: Your communication of 23d instant, inclosing a letter addressed to you from the parties you represented in the sale of gray cloth to the government, was received, and I reply as follows: At the time this purchase was made by me it was based upon the expectation that the cotton purchased by Major Hart for the liquidation of government indebtedness at this place, and represented by that officer *en route*, would rive within the time specified (90 days). In this I was disappointed, and am unable to give any satisfactory reason, more than the impossibility of procuring transportation. This is all the information that I have from Major Hart on the subject. The disappointment, therefore, is attributable to officers in the interior, and not myself. Being anxious to meet this payment, as well as all my indebtedness on account of the government, and upon your statements as to your necessities, I promised to turn over to you 60 bales of cotton to meet your immediate wants. I told you at the time that my orders were special in regard to cotton impressed by me, but in consideration of your situation I would make the payment.

About this time I started to Houston with a proposition which I hoped would enable me to realize a sufficiency in cash to make all our payments on my return, and left orders with my successor to transfer to you the 60 bales of cotton that I promised you. During my absence an order from Lieutenant-General Smith arrived, of which I knew nothing before I left, and a vessel loaded with ordnance, which required all the cotton to be had to meet; hence the 60 bales intended for you was directed to these purposes. It is hardly necessary for me to say that I regret these disappointments, but I am at the same time conscious that it is attributable to causes beyond my control, and feel that no blame can be attributed to me. My proposition at Houston, of which I have spoken above, met with the approval of the major-general commanding, but the failure of the organization of the cotton bureau, by which all our indebtedness was to be paid, rendered the consummation of my plans impossible, and I was forced to return to meet my creditors with the oft-repeated promise that I would as soon as possible pay them up. It is hardly necessary for me to say that my anxiety to pay the indebtedness of the government is scarcely equaled by that of the creditors to receive it; but, sir, I am dependent on others, and can only act in conformity with their plans. In regard to your several propositions for a settlement, I can only say that I am not prepared to accede to either at present, but renew my promises that as soon as I possible can I will pay this debt.

Respectfully, your obedient servant,

CHARLES RUSSELL,
Major and Quartermaster.

Mr. LEON QUEYROUZE, *Brownsville.*

Official:

W. C. BLACK,
Captain and Assistant Quartermaster.

SHREVEPORT, LA., *January* 29, 1864.

To Lieut. Gen. E. KIRBY SMITH,
Commanding Trans-Mississippi Department, Shreveport, La.:

GENERAL: I have had the honor to call on Lieut. Col. W. A. Broadwell with your order authorizing him to settle Maj. C. Russell's voucher for the cloth I delivered in June last at Brownsville for account of G. A. Le More & Co., Havre, France.

It happens that in receiving the cotton here, instead of Brownsville, as agreed to on the delivery of the goods, the expenses will give a difference on the cost of the cotton at $41.63 minimum per bale, which the firm I represent is to lose on account of an injustice made to me by the Confederate officer at Brownsville.

Colonel Broadwell, notwithstanding his acknowledgment of the justice of my demand, declines to compensate me the difference by an equivalent of cotton. During your absence from this place, consequently being unable to have the matter decided by you, I accepted from Lieutenant-Colonel Broadwell an order for 898 bales cotton, reserving me the right to call on you upon your return for a decision and settlement.

To cover the difference, being $37,383.74, it requires an additional amount of 324 bales of cotton, making a total of 1,222 bales, whilst Capt. F. Ducayer sent by your authority to Texas to inquire into the matter of cotton transactions, after an examination of my claim, declared that it would require at Eagle Pass at least 1,400 bales.

You will find herewith a copy of the consolidated statement of expenses I directed o Lieutenant-Colonel Broadwell, together with his indorsements. If Colonel Broadwell considers our transaction as a speculation on my part or on the part of the firm i represent, he is greatly mistaken, and you may satisfy yourself by the instructions ontained in a letter of Mr. J. Le More, dated Matamoros, October 22, 1863, copy of which was sent to these headquarters, together with other documents appertaining o this claim, by Capt. T. Ducayer on the 30th of October last, as cannot consider this natter a speculation; the advance on cotton cannot be of any importance, because it nay decrease as quickly by the time I may be able to deliver it in Europe.

My only object is to receive nothing more but the net amount of my claim. This, f paid in gold, $80,858.42, with 8 per cent. interest from the 3d of June, 1863, to date f payment; if in cotton, the expenses, as per copy of statement to be included and dded, without any interest for the delay in the settlement

Awaiting your decision, which I hope will be just and favorable, I have the honor o remain, general,

Your most obedient servant,

LEON QUEYROUZE.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

[Indorsements.]

HEADQUARTERS TRANS-MISSISSIPPI DEPARTMENT,
Shreveport, La., March 7, 1864.

Q. 20. E. B. 2027. Respectfully returned to Mr. Leon Queyrouze, whose attention directed to the indorsement of Lieutenant-Colonel Broadwell, which states disnctly that the settlement of the claim of Messrs. G. A. Le More & Co. in cotton, at ½ per pound, was made at the request of those gentlemen.

By command of Lieut. Gen. Kirby Smith.

E. CUNNINGHAM,
Lieutenant and A. D. C.

COTTON BUREAU,
Shreveport, La., March —, 1864.

GENERAL: Messrs. T. A. Le More presented to me on the 20th of January Maj. has. Russell certified account for $80,858.42, which, they say, ought to have been paid ome time since in cotton at 20½ per pound.

They were informed that if you directed it I would pay them in any cotton under y control at 20½ cents, which they signified a willingness to accept, requested me to ake the proposition in writing, and that they would show it to you, and endeavor procure your order upon me to settle.

In reply to their application to this effect they were referred by Captain West to olonel Hutchins, against which they remonstrated, and urged you to permit the debt ettled by me, whereupon you ordered me to pay the account of Major Russell at 20½ er pound in cotton; said cotton to be exempted from destruction with permit to exort.

Subsequently, after you left for Houston, Messrs. Le More & Queyrouse complained at they were not given enough cotton.

On the 26th of January, three days prior to the date of this letter, I settled with essrs. J. A. Le More, and took up the indebtedness of the government by a draft on ajor Buckner for 898 bales of cotton, for which you have been offered in gold or its quivalent $120 per bale—$107,760. Messrs. G. A. Le More & Co. claim in this letter ly $80,858.42 and interest.

The difference between the amount they claim and the amount of cotton can be ld for will cover all the damages sustained by the delay. I offered to pay these entlemen in checks of the Canal and Citizens Bank at 60 per cent. discount when ld was quoted at 59 per cent. premium. I never had any order to settle their claim r damages. I did not know at the time I requested the general to order Major Russll's account settled in cotton at 20½ cents per pound, but supposed the settlement dered by General Smith was satisfactory and would prove final.

W. A. BROADWELL,
Lieutenant-Colonel.

To Lieut. Gen. E. SMITH,
Commanding Trans-Mississippi Department.

I certify that the within indorsements are correct copies of the original.

JAS. W. DUNCAN,
Confederate States Commissioner, Louisiana.

SHREVEPORT, *June* 4, 1864.

[Headquarters Trans-Mississippi Department, office of Cotton Bureau.]

SHREVEPORT, LA., *January* 29, 1864.

Maj. G. A. BUCKNER,
Assistant Inspector-General, Monroe, La.:

Messrs. G. A. Le More & Co. will be permitted to export the cotton required by them, 898 bales.

W. A. BROADWELL,
Lieutenant-Colonel and Chief of Cotton Bureau.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
Confederate States Commissioner, Louisiana.

SHREVEPORT, LA., *June* 4, 1864.

SHREVEPORT, LA., *March* 10, 1864.

T. K. BELKNAP, Esq., *Shreveport, La.:*

SIR: In accordance with agreement made between Lieut. Col. E. Kirby Smith, Lieut. Col. Broadwell, and myself, yesterday morning, I appointed you as the arbiter to represent my interest in the examination of the claims of G. A. Le More & Co., Havre, and Maj. C. Russell, quartermaster, C. S. A., I omitted to specify to you that the object was for you to decide if my claim of 324 bales of cotton more was just or not. The arbitrators have to decide but on that question, all the other particulars and details of the affair being already understood and agreed upon by the lieutenant-general commanding department and the parties thereunto concerned.

Should Colonel Broadwell's arbitrators and yourself not agree on that point, it has been understood with the Lieut. Gen. K. Smith that Mr. Ulger Louve should be appointed, and would decide the question. Therefore, should any difference of opinion exist between you and Colonel B.'s arbitrators, I will respectfully request you to call and assign Mr. Louve, as agreed between the lieutenant-general, Colonel B., and myself.

Respectfully, your most obedient servant,

JULES LE MORE.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

SHREVEPORT, LA., *March* 12, 1864.

Lieut. Gen. E. KIRBY SMITH,
Commanding Trans-Mississippi Department:

GENERAL: I have the honor to inclose you herewith my protest against the unlawful and unjust proceedings in the case pending between the cotton bureau and myself for my just claim of 324 bales of cotton.

Should you decide against said protest, I will respectfully ask that it be recorded and filed in your office, and that an official copy of all the vouchers, papers, and documents concerning this matter may be delivered to me at the most convenient time and as early as possible, as I intend to submit the whole matter before the proper authority at Richmond, where I don't doubt I shall obtain justice.

I beg, respectfully, general, your acknowledgment of the receipt of this protest and letter, and remain, your most obedient servant,

JULES LE MORE.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

Protest of Mr. Jules Le More in behalf of G. A. Le More & Co., of Havre (France), against the proceedings of Lieut. Col. W. N. Broadwell, chief of the cotton bureau, trans-Mississippi, in the settlement by arbitrators of the claims of G. A. Le More & Co.

Maj. C. Russell, quartermaster Confederate States army, in behalf of the Confederate States government, submitted to Lieut. Gen. K. Smith, commanding trans-Mississippi Department, in the city of Shreveport, parish of Caddo, State of Louisiana, on the 12th day of March, 1864.

GENERAL: I, the undersigned, Jules Le More, on behalf G. A. Le More & Co., merchants in Havre, France, do solemnly protest before you against the proceedings in case pending between Lieutenant-Colonel Broadwell, for the cotton bureau, and the

ı of G. A. Le More & Co., and also against the selection and decision of H. Wright umpire, on the following facts: Whereas, in an interview between Lieut. Gen. by Smith, Colonel Broadwell, and the undersigned, held in the office of General ith, in the presence of his aide-de-camp, M. E. Cunningham, and after a discussion he matter pending, the undersigned proposed arbitrators, naming Messrs. Ulger ıve and T. K. Belknap, as competent business men; whereas the undersigned, ring proposed those two gentlemen, made the following question: "General, have ı any objection to take those two gentlemen as arbitrators?" To what [which] ut.-Gen. Kirby Smith and Lieutenant-Colonel Broadwell answered at the same e they had none whatever.

Whereas, when Mr. Nugent was selected by Lieut. Col. W. A. Broadwell to be his itrator, the undersigned said to the general: "In case Mr. Nugent and Mr. Belknap, arbitrator, would not agree, it is well understood that Mr. U. Lauve would be called decide the question." To what [which] the Lieut. Gen. Kirby Smith said, "Yes, " Whereas that answer of the general proves that Mr. Lauve was considered as pire designated by the Lieut. Gen. K. Smith himself, and not by the undersigned.

Whereas when, in the presence of the general as aforesaid, the names of Messrs. knap and U. Lauve were given by the undersigned, Lieut. Col. W. A. Broadwell not make any remark. He has not the right thereafter to break up an agreement a mere supposition specified in his letter of the 11th instant; that the party henceth selected and appointed, Mr. Lauve, would not accept to act in a case of that deiption, when said party had never expressed any opinion to that effect.

Whereas, in cases to be decided by arbitrators, the interested parties ought to be both sent or absent to the discussion, and that in this case this rule has not been obved, as it appears by the following statement:

That on the evening of the 9th instant, at the appointed hour of 3 o'clock, the undersigned presented himself at the office of the chief cotton bureau to assist in the proedings. A few moments after, hardly giving the necessary time to expose the case nding, Mr. Nugent, arbitrator for Mr. Broadwell, politely intimated [to] the unrsigned that his presence could be dispensed with, in these terms: "Sir, we have fficient information; we will examine the documents, and you will be informed of ır decision by to-morrow morning." Whereas the undersigned retired; and without ing informed the proceedings and the discussion were held and continued in the fice of the cotton bureau that evening and the next morning, in presence of Colonel roadwell, and thereby permitted him (Col. W. A. B.) to listen and participate to the scussion of the arbitrators, which is against all rules [of] equity and justice.

Whereas Lieut. Col. W. A. Broadwell, in his letter *in salido* to Messrs. Nugent and elknap, dated 9th instant, stipulates that the documents are inclosed and that they ere not found; that also said letter does not contain the copy of the same delivered the undersigned on the 11th instant. N. B., specifying that should the arbitrators ıt agree, they were to select an umpire, consequently giving the undersigned the ght to doubt of the writer's loyalty.

Whereas, contrary to the agreement and to his duty, Colonel Broadwell did not tify the arbitrators that the umpire appointed was Mr. U. Lauve, and thus, as Mr. Wright came in Col. A. W. Broadwell's office during the discussion on the morning the 10th, permitted Mr. Nugent [and] his arbitrators to propose that gentleman as ıpire, to whom the undersigned, if present, would have objected to.

Whereas, in the absence of Mr. Belknap, and without notifying him, Mr. Nugent d Mr. Wright based the discussion and indorsed their opinion in Lieutenant-Colel Broadwell's office.

Whereas, although the conclusion was thus obtained, the undersigned was not noled of it until the 11th instant, when he sent a letter to Col. W. A. Broadwell, reesting him (as the undersigned had heard from Mr. Belknap that the arbitrators ald not agree) to call upon Mr. Ulger Lauve as the umpire selected by lieutenantneral commanding.

In consequence, I, the undersigned, solemnly protest against the whole proceedings d the decision of Mr. H. Wright as umpire, as being unjust, inequitable, and in vioion of the agreement made, approved, and sanctioned by Lieut. Gen. E. Kirby nith, Lieut. Col. W. A. Broadwell, and the undersigned, in presence of Lieut. E. unningham, aide-de-camp, in the office, and respectfully ask that the decision given H. Wright, esq., be annulled and the documents submitted for final decision to :. U. Lauve, president of the Branch Citizens' Bank.

In testimony whereof I have hereunto set my hand and seal.

SEAL.] JULES LE MORE.

certify that the foregoing five pages are true copies of the original.

HREVEPORT, LA., June 4, 1864.

JAS. W. DUNCAN,
C. S. Commissioner, La.

MONROE, LA., *March* 22, 1864

The cotton on the plantation of Dr. Simmons, in the parish of Caldwell, has b sold to Messrs. G. A. Le More & Co., of France, and under order from General Ki Smith must not be burned.

J. A. BUCKNER,
Major and Assistant Inspector-General,
In charge of government cotton east of the Ouachita Rive

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, L

SHREVEPORT, LA., *June* 4, 1864.

MONROE, LA., *March* 27, 186

Received from Mr. Leon Queyrouze, acting for Messrs. G. A. Le More & Co. Havre, France, sixty-six hundred dollars for hauling six hundred and sixty bale cotton at the landing of Simmons's plantation, on the Ouachita River.

JOHN PORGANI

MONROE, *March* 14, 186

Received from G. A. Le More & Co. $610 for hauling 165 bales of cotton to A. gare's plantation on the Ouachita River.
$610.

GEO. C. WADDELL,
Per JNO. T. LUDELOUGH

I certify that the foregoing is a true copy of the original.

JAS. W. DUNCAN,
C. S. Commissione

SHREVEPORT, LA., *June* 4, 1864.

STATE OF LOUISIANA,
Parish of Ouachita:

Before me, the undersigned authority, personally appeared John Pargond, Robe Dartch, and Joseph Porgand, who declared upon oath that on the 9th of April, 186 four hours before the arrival of the Federal fleet of gunboats and transports at Mo roe, La., we heard, at Mr. Pargand's, Mr. Le More declare to Maj. J. A. Buckner, i spector-general in charge of the cotton bureau at Monroe, La., that in case the Fe erals took the cotton delivered by said Buckner to Mr. Queyrouse, agent for G. A. I More & Co., of Havre, France, say 983 bales cotton, he, the said ——, wou demand his right of reclamation for Mrs. from the Confederate States of America, b ing a permit from General Taylor authorizing a Federal steamer to take the said co ton, had not yet reached him, and that then he considered the transaction betwe the Confederate Government or its agents and him (the said Queyrouze, agent) as n having been completed.

R. DORTCH.
JOHN PORGAND.
JAS. PORGOND.

Sworn to and subscribed before me this 16th day of April, 1864.

CHARLES DELERY,
J. Recorder.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner.

SHREVEPORT, LA., *June* 4, 1864.

HOPEWELL PLANTATION, *April* 3, 1864

Mr. JULES LE MORE:

The Federal gunboats and transports arrived at my plantation this day and took board all the cotton you had hauled to my landing of the lot of cotton delivered you by Major Buckner on behalf of the firm G. A. Le More & Co., of Havre, Fran and refused to give a receipt for the same.

Very respectfully,

J. T. SIMMONS

MONROE, LA., *April* 24, 1864.

I certify that I have often seen John T. Simmons sign his name, and that the above is his genuine signature.

In testimony whereof I hereunto sign my name and affix my seal of office, at Monroe, on this 24th of April, A. D. 1864.

CHARLES DELERY,
Recorder and Ex-officio Notary Public.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

HEADQUARTERS TRANS-MISS. DEPARTMENT,
April 4, 1864.

Satisfactory assurances having been given that Messrs. G. A. Le More & Co. will export to some European port the 983 bales of cotton mentioned within, they are permitted to remove the same beyond the Confederate lines at such times and under such restrictions as Major-General Taylor, commanding the district of Louisiana, may decide upon.

By command of Lieut-Gen. E. K. Smith.

GEO. WILLIAMSON,
Major and A. A. G.

Approved: Copy, A. E. L.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

[Indorsement.]

HEADQUARTERS DISTRICT W. L.,
IN THE FIELD, *April* 5, 1864.

Permission is granted Mr. Queyrouze to remove by steamboat, brought from the enemy's lines, certain cotton on the Ouachita River belonging to the house of G. A. L. & Co.

By command General Taylor.

SURGEL, *A. A. G.*

STATE OF LOUISIANA,
Parish of Ouachita:

Before me, Charles Delery, recorder and ex-officio notary public, personally appeared Mr. Alexander Lazare, well known to me, a respectable citizen of said parish, who declared upon oath that on the 9th of April, 1864, Mr. Leon Queyrouze, agent of Messrs. G. A. Le More & Co., of Havre, France, returned from General Taylor's headquarters, where he [was] said to have gone to procure a permit to ship cotton through Federal transports to New Orleans, when the Federal fleet under command of Captain Foster reached Monroe on the Ouachita River, and consequently prevented him from crossing said river.

A. LAZARE.

Sworn to and subscribed before [me] this 24th of April, A. D. 1864.

CHARLES DELERY,
Recorder and Ex-officio Notary Public.

I certify that the foregoing is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

$900.] MONROE, LA., *April* 24, 1864.

Received from Mr. Queyrouze, the agent [of] Messrs. G. A. Le More & Co., of Havre, France, nine hundred dollars for hauling *for hauling* 180 bales of cotton to the bank of the Ouachita River.

A. LAZARE,
For D. HASLEY.

MONROE, *March* 15, 186

Received from Jules Le More for G. A. Le More & Co., account, of Havre, Fra $110 for hauling 26 bales of cotton from Fowler's place to the plantation of Lazar Ouachita River.

J. L. BYRN

$110.]

I certify that the foregoing is a true copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, L

SHREVEPORT, LA., *June* 4, 1864.

I, the undersigned, do certify on honor that on the 10th April, 1864, 323 bale cotton marked L. M., bought by Jules Le More in behalf of G. A. Le More & Co. Havre, France, was taken on my plantation by a Federal transport of the Fed fleet commanded by Captain Foster, and refused to give a receipt for the same.

MONROE, LA., *April* 16, 1864.

A. LAZARE

MONROE, LA., *April* 24, 186

I certify that the signature of A. Lazare to the within is genuine.

In testimony whereof I hereunto sign my name and affix my seal of office on 24th of April, 1864.

CHARLES DILERY,
Recorder and Ex-officio Notary Publi

[Indorsement.]

I certify that the within is a correct copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La

SHREVEPORT, LA., *June* 4, 1864.

STATE OF LOUISIANA,
Parish of Ouachita:

I certify that the signature of John Ludeling, J. L. Byrne, A. Lazare, and Jo Pargand, affixed to the annexed receipts are genuine and entitled to full faith a credit.

In faith whereof I hereunto sign my name and affix my seal of office at Monroe the 26th day of April, 1864.

CHARLES DILERY,
Receiver and Ex-officio Notary Public.

I certify that the foregoing is a true copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, *June* 4, 1864.

STATE OF LOUISIANA,
Parish of Ouachita.

I certify that the signature of Jno. Ludeling, J. L. Byrne, A. Lazare, and of Jo Porgand affixed to the annexed receipts are genuine and entitled to full faith a credit.

In faith whereof I hereunto sign my name and affix my seal of office at Monroe this 26th day of April, 1864.

CHARLES DELERY,
Recorder ex-officio Notary Public.

I certify that the foregoing is a true copy of the original.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, *June* 4, 1864.

STATE OF LOUISIANA,
Parish of Ouachita.

I, John A. Buckner, do hereby certify that on the 9th of April, 1864, when the fle of gunboats and transports of the United States navy arrived at the town of Mo roe, La., Mr. Leon Queyrouze, agent for Messrs. G. A. Le More & Co., of Hav

France, had not returned from Major-General Taylor's headquarters, where he had gone to procure a permit, without which he could not ship with security 983 bales of cotton delivered on the —— day of March, 1864, to the said Leon Queyrouse, for account of ————

Monroe, La., April, 1864.

——— ———.

STATE OF LOUISIANA,
Parish of Ouachita.

I certify that on the 26th day of April, 1864, I asked Major J. A. Buckner to sign the above certificate, which he refused to do; at the same time admitted the facts therein contained to be true, and refused to sign on account of fear that said certificate would be brought as evidence hereafter against the Confederate States, of which he was an officer.

Monroe, La., April, 1864.

CHAS. DELERY.

Twelfth judicial district court, State of Louisiana, parish of Ouachita.

Before me, R. W. Richardson, judge of said court, pearsonally appeared Charles Delery, who deposes upon oath that the facts and allegations set forth in the above certificate are true.

CHAS. DELERY.

Sworn and subscribed before me this 28th day of April, 1864.

R. W. RICHARDSON,
Judge Twelfth, 1864.

I certify that the foregoing is a correct copy of the original. Shreveport, La., June 4, 1864.

JAS. W. DUNCAN,
C. S. Commission.

MONTERY, MEX., *April* 28, 1864.

I hereby certify that on the 3d day of June, 1863, I, as chief quartermaster of the western sub-district of Texas, received, received from L. Queyrouze, agent, a quantity of army cloth amounting as per my certified account in his possession, to $80,858.48. The conditions upon which this cloth was delivered by Mr. Queyrouze was that the payment should be made in ninety days from the date of purchase in cotton delivered at Brownsville, Tex., at the current market rates at that time. This promise to deliver the cotton at that time was, after consultation with General H. P. Bee, commanding the sub-district of Texas, agreed upon, and made in good faith upon the representations of Major Simon Hart, quartermaster and principal purchasing officer, that a sufficient supply of cotton to meet the wants of the Government would be at Brownsville before the debt became due. I failed to make the payment on account of Major Hart's failure to comply, that officer never having placed in my hands one pound of cotton or its proceeds (except 2,381 bales delivered [by] Kneely, Stillman & King, in the interior of Texas), for the payment of debt, or the procurement of supplies. The cloth was much needed, of superior quality, and the failure has been detrimental to Mr. Queyrouze. I further certify that it was understood the price of the cotton should be determined by the ruling rates at Brownsville on the 3d of September, 1863.

CHARLES RUSSELL,
Major and Quartermaster, C. S. Army.

I certify that the foregoing is a correct copy of the original.

JAS. M. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

SHREVEPORT, LA., *May* 28, 1864.

Col. W. A. BROADWELL:

SIR: As the attorney of L. Queyrouze, I call on you for a draft at sixty days' sight for 2,694 francs, drawn by Jules Le More on G. A. Le More & Co., Havre, France, in payment of export duty on 893 bales of cotton, more or less, which cotton was seized by the Federals on the 8th of April, 1864, and not exported.

J. PINCKNEY HARRIS,
Attorney at law.

I certify that the foregoing is a correct copy of the original, with the endorsement.

JAS. W. DUNCAN,
C. S. Commissioner, La.

SHREVEPORT, LA., *June* 4, 1864.

COTTON BUREAU, SHREVEPORT, *May* 29.

J. PINCKNEY HARRIS,
Attorney for L. Q.:

Respectfully returned with the remark that the funds referred to have been deposited with H. L. G. Battle, to the credit of the Confederate States treasurer.

I see no propriety in returning the money, and do not recognize the correctness of the principle upon which it is demanded.

The export privilege acquired by its payment became the property of the owners of the cotton. If these gentlemen have been unable to preserve their right acquired on account of interference of the enemy, it is a casualty of, not their misfortune, not my fault, and they are respectfully referred to the United States Government for any damage they may have sustained.

W. A. BROADWELL.

DOCUMENTARY EVIDENCE FROM THE WAR DEPARTMENT, FILED ON BEHALF OF THE UNITED STATES.

Filed September 6, 1882.—*W. F. P., Secretary.*

G. A. LE MORE & CO. *v.* THE UNITED STATES. } No. 211.

JULES LE MORE *v.* THE UNITED STATES. } No. 595.

A. C. LE MORE *v.* THE UNITED STATES. } No. 598.

JULES LE MORE *v.* THE UNITED STATES. } No. 663.

WASHINGTON, *September* 6, 1882.

Mr. W. F. PEDDRICK, *Secretary:*

You are requested to file the accompanying documents with the papers and proofs in the above-entitled case.

GEO. S. BOUTWELL,
Agent and Counsel on the part of the United States.

DEPARTMENT OF STATE,
Washington, August 17, 1882.

WILLIAM H. EDWARDS, Esq.,
Assistant Counsel, French and American Claims Commission:

SIR: I inclose herewith a copy of a letter from the Secretary of War in reply to the inquiries contained in your communication of the 14th of July, in relation to cases numbered 602, 595, 598, 663, and 211.

I am, sir, your obedient servant,

ALVEY A. ADEE,
Third Assistant Secretary.

[Inclosure.]

NAVY DEPARTMENT,
Washington City, August 14, 1882.

The Hon. SECRETARY OF STATE:

SIR: I have the honor to acknowledge the receipt of your communication of July 17, 1882, requesting, for the French and American Claims Commission, certified copies of all papers on file in this Department, concerning the correspondence between General B. F. Butler and Hon. Edwin M. Stanton, late Secretary of War, in relation to the firm of Ed. Gautherin & Co., required for use in cases numbered 602, 595, 598, 263, and 211.

In reply I inclose herewith the copies requested.

Very respectfully,

ROBERT T. LINCOLN,
Secretary of War.

UNITED STATES OF AMERICA.

WAR DEPARTMENT,
Washington City, August 12, 1882.

'ursuant to section 882 of the Revised Statutes, I hereby certify that the annexed
) true copies of papers filed in this Department.
n witness whereof I have hereunto set my hand and caused the seal of the War
partment to be affixed on the day and year first above written.
SEAL.] ROBERT T. LINCOLN,
Secretary of War.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

n. EDWIN M. STANTON,
Secretary of War:

IR: I received the communication of the War Department inclosing a copy of a
er from the State Department, directing my attention to the statement made by
Sanford, or minister resident at Brussels, a copy of which I inclose for the better
lerstanding of the present communication.
n obedience to its directions, I immediately set about making inquiries through my
ret police, and finding it a matter of very grave import as affecting the relations of
French consul here, I undertook a personal examination of the subject; the facts
nbstantiated by the documentary and other testimony hereto appended are sub-
ntially these:
he firm of Ed. Gautherin and Alfred, and Jules Le More, doing business in New
ans, was also concerned in a house in Havre, G. A. Le More & Co.; Jules and
ed Le More, the partners in New Orleans, were also partners in that house; Gauth-
& Co., were at first employed in buying tobacco for the French Government;
rwards they were concerned in shipping cotton on joint account; they represent
nselves to be agents of Baron Selliere, the contractor for French army clothing.
n the 29th of July, 1861, as will appear by a copy of a contract with the Confed-
e Government, herewith inclosed and marked X, the original of which is in my
ession, Gautherin & Co. agreed to furnish the Confederates with a large amount
loths for uniforms, which are the cloths spoken of in the communication of Mr.
dford.
bout the 1st of April, of this year, a cargo of the goods were shipped to Havana,
from thence to Matamoras, under charge of the senior partner of the house, Ed-
d Gautherin, now in Europe; that cloth was smuggled across to Brownsville, and
vered to Capt. Sharkey, quartermaster, and the agent of the Confederate Govern-
t; the original invoice and his receipt are hereto annexed, marked E and F.
etween the 14th of April and the 24th of April, the day the fleet passed the forts,
J. D. B. DeBow, produce loan agent of the Confederate States, made application
he Bank of New Orleans for a loan of $405,000, in coin, without interest, as will
ear by the communication hereto annexed, marked C. This proposition was ac-
d to by the bank, upon a pledge made by Payne, Huntington & Co., the junior
ner of which firm was the president of the bank, of cotton to be delivered on the
tations in Louisiana and Mississippi; the contract is hereto annexed, marked D.
his transaction was not entered into in good faith, as is confessed by the testi-
y of the acting president, Mr. Davis, taken from his own lips in short-hand, a
y of which is hereto annexed, marked O. But the transaction was a contrivance
which the specie might be got out of the bank. Specie to this amount was placed
he hands of the French consul, with his full knowledge of the intent of the trans-
on, and a receipt was given by him to hold it in trust for the Bank of New Or-
s. At the same time a pretended sale of the remainder of the specie in bank,
unting to $400,000, for sterling, was made by the bank, and that sum was also
ed in the hands of the French consul. These two sums, amounting to $800,000,
e substantially the whole specie capital of the bank. This is shown by the con-
ion of the only director of the bank who has not run away into the Confederacy,
Horroll. A copy of his statement is hereto annexed, marked R.
atters stood in this condition at the time the city of New Orleans was taken pos-
ion of by us. Upon my assurance to the banks that if they would return their
ie they would be protected, the pretended sale for sterling exchange was rescinded,
the French consul sent back the money, and the bank received into its vaults
,000.
regard to the $405,000, the French consul, Count Mejan, became uneasy, and
ed upon the bank to take up his receipt given to the Bank of New Orleans, and
a new receipt running directly to Gautherin & Co.
this point of time I ordered all the specie in the hands of the French consul to
sequestered and held until affairs could be investigated. Reverdy Johnston, com-

missioner of the State Department, came down here, and without investigation, and without knowing anything of the transactions, and without even inquiring of me about them, made such representations to the Department of State that I was ordered to release the French consul from his promise not to deliver up any specie held in his hands without informing me, which order I obeyed. In the meantime Gautherin & Co. had succeeded in delivering their goods to the Confederate agents, and called upon the bank to get their money, which had been deposited in the hands of the French consul. This delivery had not been completed at Brownsville until the 22d of June, and some time in the last of July the bank, through its officers, gave up its receipts, which were destroyed, and took a receipt, which was dated back to the 16th of April, directly from Gautherin & Co., so that the French consul's name should not appear in the transaction. These facts are established by the testimony of Mr. Belly, the cashier of the bank, which is written out and signed and sworn to by him, a copy of which is annexed, marked O. P.

The money was sent on board the Spanish man-of-war Blasco de Garey, which left this port September last, and has now returned, and has been carried to Havana and thence shipped to New York. All this has been done with the knowledge and consent of the consul of France.

You will see by the letter of Mr. Sanford, the difficulty which the Confederates had of getting more goods on account of the non-payment of the first bill. Another cargo is now in Havana, not to be delivered, of course, until the first is paid for. By this wrongful, illegal, and inimical interference of the French consul, aided by the Spanish ship-of-war, the money has gone forward, so that the holders of the goods will be ready to ship the remainder for the benefit of the Confederate army. A more flagrant violation of international law and national courtesy on the part of a consular agent cannot be imagined.

Before I proceeded upon the investigation, not knowing the extent to which the French consul was implicated, I called upon him, and after showing him a letter received from the commanding-general of the Army, in which I was directed to cultivate the most friendly relations with him, I read him the letter of our minister at Brussels, and told him I should desire his friendly aid in making the investigation, and then asked him if he knew anything of the transactions spoken of in Mr. Sanford's letter, or if any money had ever been deposited with him for any such purpose. He, in the most emphatic manner, assured me that he knew nothing of any such transaction. He only knew that there was a French house of the name of Gautherin & Co. in New Orleans, and that no money had ever been deposited with him for any such purpose. I then informed him that it would become my duty to arrest and question Alfred and Jules Le More, the resident partners of the French house. I did so, and they denied all such transactions or refused to answer, lest they should "criminate themselves." But in the meantime I had possessed myself of their books and papers, and among them I found two accounts, translations, of which I inclose, marked "B A," which show the whole transaction, and which also show that one Kossuth, a clerk of the French consul, whose name appears in the account, received $528.28 as a fee for keeping the money within the French consulate, and that a *doucour* was given to Madame Mejan for the purpose of "carrying out the affair well;" that a lawyer was paid to deal with the consul in this matter, and these, together with the testimony of the president, director, and cashier of the bank, puts the guilt of Count Mejan beyond question. I beg leave to call your attention to this extraordinary account of expenses.

I need not suggest to the Department that it is the duty of the Government at once and peremptorily to revoke the *exequatur* of Count Mejan. He has connived at the delivery of army clothing to the Confederate army since the occupation of New Orleans by the Federal forces; he has taken away gold from the bank—nearly half a million of its specie—to aid the Confederates; acts which could not have been done without his aid and that of the Spanish ship of war Blasco de Garay.

I leave the consul to the Government at Washington. I will take care sufficiently to punish the other alien enemies and domestic traitors concerned in this business whom I have here.

Upon examination of the parties, I found that a box containing all the papers relating to the transactions, which were not kept with the commercial papers of the house of Gautherin & Co., was usually deposited with the French consul. I wrote to him, very politely, to have it delivered to me for the purposes of justice. I have again written him, more peremptorily, and he has refused to do so, still concealing the proof of guilt. If produced, I believe it will show him to be one of the five parties concerned in this illegal traffic mentioned in the account of expenses. However that may be, he now covers the criminal, as he lately concealed the booty which he, his wife, and his clerk have so largely shared.

I beg leave here to call the attention of the Department to these transactions, as showing that I was clearly right when I ordered the specie deposits in the hands of Count Mejan to be sequestered. His flag has been made the cover of all manner of ille-

al and hostile transactions and the booty arising therefrom. I am glad that my action here has thus been vindicated to the world, and that the Government of the United States will be able to demand of the French Government a recall of its treacherous and hostile agent.

I have the honor to be, very respectfully, your obedient servant,

BENJ. F. BUTLER,
Major-General Commanding.

WAR DEPARTMENT,
Washington City, D. C., October 22, 1862.

GENERAL: The Secretary of War directs me to transmit to you, for your information, the inclosed copy of a communication, this day received from the Secretary of State, covering a copy of a dispatch of the 26th ultimo from the minister resident at Brussels, in relation to contracts entered into by insurgent agents with manufacturers at Verviers for supplies of military cloths, and suggesting the probability that the funds to meet said contracts may have formed a part of the money sequestered by you.

Very respectfully, your obedient servant,

P. H. WATSON,
Assistant Secretary of War.

Maj. Gen. B. F. BUTLER,
Commanding, &c., New Orleans, La.

No. 70.

BRUSSELS, *September* 26, 1862.

SIR: When in Verviers a few days since, I was told that the payments for the rebel contracts for military cloths, of which I wrote you fully in November and December last (see especially confidential, November 28, 1861), and amounting [to] 1,750,000 francs, had not been made, and that the three months' bills given for the same had been renewed as they fell due. Assurance had, however, now been given that the money for the same was deposited with the French consul at New Orleans, and would be shortly received.

It would be well, I think, to cause inquiries to be made as to who the depositors of the money sequestered by General Butler were, and for whom it was intended. As I advised you at the time, large purchases of cloth, blankets, shoes, and arms, &c., were made for account of Ed. Gautherin & Co., of New Orleans, for the rebel authorities, whose agents they appeared to be through their correspondents, G. L. Moore & Co., of Havre, the real purchaser on this side the Atlantic being apparently Baron Silliere, the noted furnisher of military cloths, &c., for the French Government.

If any of these names appear in any way connected with these deposits at the French consul's, the presumption would be that they are for the payments by the rebel authorities for military supplies.

I have the honor to be, with great respect, your obedient servant,

H. S. SANFORD.

Hon. WILLIAM H. SEWARD,
Secretary of State.

X.

VIRGINIA, *to wit:*

I, John Letcher, governor of the State aforesaid, do hereby certify and make known unto all whom it may concern that James B. M. Smith, whose name is subscribed to the document annexed, is, and was at the time of subscribing the same, major and assistant quartermaster of the Confederate States of America, authorized to make contracts for the purchase of supplies for the army of the Confederate States; that his signature is genuine; and that to his official acts full faith, credit, and authority are due and ought to be given.

In testimony whereof I have subscribed my name and caused the great seal of the State to be affixed hereunto. Done at the city of Richmond, the 30th day of July, in the year of our Lord 1861, and of the Commonwealth the eighty-sixth.

JOHN LETCHER. [L. S.]

By the governor:

GEORGE W. MUMFORD,
Secretary of the Commonwealth.

[Indorsement.]

Vu au consulat de France pour légalisation de la signature, apposée au bas du recto précédent, de Mr. John Letcher, gouverneur de l'Etat de Virginie.

Richmond, le 30 Juillet, 1861.

Le consul de France,

L. S.] ALFRED PAUL.

No. d'ordre, 260; art. 58 du tarif; solvit, 12 f. 50.—R. H. E.

CONFEDERATE STATES OF AMERICA, QUARTERMASTER'S OFFICE,
Richmond, Va., July 29, 1861.

ED. GAUTHERIN & CO.:

Your proposition to supply cloth for the army of the Confederate States is accepted. The quartermaster's department agrees to receive and pay for 175,000 yards of sample C, 150,000 yards of sample D, and 50,000 yards of sample B.

The color of B and C to be cadet's gray, and the texture fully to equal the samples.

B to be six-quarters wide, at $2.55 a yard.

C to be six-quarters wide, at $1.97½ a yard.

D to be three-quarters wide, at 18 cents a yard.

The understanding between yourselves and the department is that the above must be delivered between the 15th of November next and the 15th of January, 1862, sooner if possible, the delivery to be at a port of the Confederacy as near the city of Richmond as possible.

Very respectfully, your obedient servant,

JAMES B. M. SMITH,
Major and A. Q. M.

E.

NEW ORLEANS, *April* 16, 1862.

J. B. D. DeBow, superintendent produce loan office, C. S. of A., to Ed. Gautherin & Co., Dr.

E. G. C. B.	182 bales gray cloth, measuring 54,743¼ yards, at $2.55.....	$139,596
E. G. C. G.	427 bales gray cloth, measuring 134,626¾ yards, at $1.97½.....	265,886
	609 bales, measuring 189,368¼ yards.....	405,483

Received from the Bank of New Orleans, in payment of the above invoice, the sum of $405,000, leaving unpaid a balance of $483.08.

ED. GAUTHERIN & CO.

$405,000.—B. F. B.

F.—Original.

Received, Brownsville, June 22, 1862, in good order and condition, from Chas. Prialland, and for account of Messrs. Ed. Gautherin & Co., of New Orleans—

E. G. C. B. 182 bales cloth, measuring 54,743¼ yards, at $2.55 a yard.

E. G. C. C. 427 bales cloth, measuring 134,626¾ yards, at $1.97½ a yard.

W. L. SHARKEY, JR.,
Captain and A. Q. M.

I certify the above signature.

P. N. LUCKETT,
Colonel Commanding Lower Rio Grande.

B. F. B.

We hereby declare that the signatures above given are genuine, and that Mr. L. W. Sharkey, jr., above named is the special agent delegated to receive the above-mentioned goods for account of the contracting parties.

We furthermore hereby bind and obligate ourselves to produce within reasonable time a duplicate of the foregoing receipt, duly authenticated by the quartermaster's department of the Confederate States of America.

ED. GAUTHERIN & CO.

C.

NEW ORLEANS, *April* 14, 1862.

The undersigned having been requested to furnish the quartermaster at this post with the means of settling Ed. Gautherin & Co.'s bill for army supplies, amounting to $405,000, desires to borrow that amount from the Bank of New Orleans, in coin, without interest, on the credit of the Confederate States, and makes this application for the same.

J. D. B. DEBOW,
Agent Produce Loan.

"B. F. B."

BANK OF NEW ORLEANS, *April* 14, 1862.

J. D. B. DEBOW, Esq.,
Agent Produce Loan:

SIR: This bank has received your application for a loan of $405,000 in coin to the Confederate States Government for the purpose of paying the bill of E. Gautherin & Co. for army clothing, and hereby accedes to your proposition.

Respectfully yours,

M. BELLY, *Cashier.*

D.

Messrs. Payne, Huntington & Co., holders of a receipt of J. D. B. DeBow, superintending cotton loan, for $405,000, payable in coin, agree to receive from J. D. B. DeBow a sufficient quantity of Orleans middling cotton, on the basis of 6 cents per pound, to absorb the amount, and J. D. B. DeBow, on the part of the Confederate States, agrees to deliver the same as above to Messrs. Payne, Huntington & Co., upon the following conditions:

1st. To be delivered to them within thirty days, free of all charge, on plantation in this State or Mississippi. The planters to store the same until called for, and then deliver it at his usual shipping period in good order and free of charge.

2d. To be protected and guaranteed by the Government against damage and destruction by Confederate officers or citizens.

3d. The usual custom to be followed in relation to sampling, classing, and weighing, but if Messrs. Payne, Huntington & Co. are not satisfied with the same they have the privilege of calling in their broker, and if the two do not agree the latter to have the privilege of calling in a third, and their joint decision shall be final. Entire good crop shall be received, the scale of prices to be fixed on the above basis of 6 cents for Orleans middling.

It is understood and made a part of the agreement that the cotton, which will be accepted to fulfill the contract, shall be sampled, weighed, and classed by the cotton broker already selected by the parties and received by Mr. DeBow and delivered to Messrs. Payne, Huntington & Co. upon his classification according to the scale also agreed upon and in possession of the contracting parties.

New Orleans, April 17, 1862.

WM. H. DAMERON,
Pres't pro temp. B'k New Orleans.
PAYNE, HUNTINGTON & CO.
J. D. B. DEBOW,
Agent Produce Loan, Confederate States.

R.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Memorandum of the statement of Benj. M. Harroll before the commanding general this day.

I was a director in the Bank of New Orleans in April last. I am the only director now here that was present when the loan of $400,000 was made to the Confederate Government. I do not know where the money was deposited, or what was done with it.

Receipts were to be given the bank when certain goods being landed in Matamoras. The matter was never brought up in our board after you came here. I am sure of that. The cash capital of the bank was sold for sterling. There was between $300,000 and $400,000 which was put under the protection of a foreign flag.

I never inquired or asked where the $400,000 went. That which we sold for sterling was under the control of the French consul; that came back when your order was issued. I never knew that the $400,000 was there. That matter was a contract completed. The receipts were given when the goods were delivered. That was since you came here, I have no doubt. When the receipts were given up I assented to the money being paid, of course.

A correct transcript from my original notes.

WM. L. G. GREEN,
Lieutenant Second Louisiana Volunteers, A. D. C.

O.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Memorandum of an examination of Mr. Belly, cashier, and Mr. Davis, president of the Bank of New Orleans, before the commanding general this day.

Mortimer Belly, cashier, says:

I was cashier of the Bank of New Orleans, and have been about five years. This transaction of loaning money to the Confederate Government was about the 15th of April. The first I knew of it the paper marked C and B. F. B. came to the bank about April 16, the day of its date, and to that I wrote an answer, which is in the minutes of the bank, by order of the board of directors. Then there was a contract made between the bank and J. D. B. DeBow. This is the contract marked D and B. F. B. Next I was instructed by William H. Demeron, then president of the bank, of the house of Paine, Huntington & Co., to take $405,000 to the French consulate, and took a receipt substantially as follows:

"Received of the Bank of New Orleans $405,000 in gold, to be delivered to E. Gautherin & Co., for the payment of an invoice of cloths, said coin to be delivered on the production of certain receipts by a special agent, sent by Major Winnemore, assistant quartermaster." Signed by the Count Mejan.

This is the substance of it as near as I can remember. The receipt was signed by the French consul. I can't say how much he knew about the transaction. He must have known about it from the receipt. Matters went on for two months, and finally the French consul felt uneasy about it, and was anxious to get the gold away, and the receipts were exchanged; the one above for a new one. The house or the consul asked for the exchange. Mr. Menard had charge of the transaction. This receipt, marked E and B. F. B., was given me for the second one described above. That is the paper, marked F and B. F. B., which was received in July, upon the final settlement. No entry was made upon the books upon the final settlement, when the gold left the French consul. This $405,000 was borne on the books as a loan to the Confederate Government, and so appears now. Mr. Menard, at one time acting president of the bank, was the principal man in this business. I took the oath of allegiance September 20. I can't say why I think it was in July that the money was paid over. I have no data by which I can say whether it was more or less than sixty days ago. DeBow's name did not figure at all in the receipts. I know that the French consul wanted to get the gold in the name of Frenchmen.

M. BELLY.

NEW ORLEANS, LA., *November* 14, 1862.

Personally appeared the above-named Mortimer Belly, and made oath that the above statement, by him subscribed, is true.

WM. L. G. GREEN,
Judge Probate Court.

Mr. Davis, president of the bank, said he saw the paper E and F in July. These papers were delivered in July, when the transaction was completed. I did not know that the intervening receipts were destroyed. I suppose the exchange was made to alter the responsibility of the deposits. The original receipt was in the name of the bank. The money was held in trust for the bank. The money was transferred to Gautherin & Co.; that is, the receipts were changed to their name. The bank had a contract to loan so much money or cotton to the Confederate Government.

Q. Why was it deposited in the name of the bank?—A. The idea was to move the coin. Most of the banks here sent their money into the Confederate States. The idea of the directors was to move the coin out of the bank and put it where they thought it would be safe. There was nearly $200,000 sent, as I understand, to the French consulate. So far as this $405,000 was concerned I could not control it. Mr. Gautherin or his partners came several times about it. The French consul held the money for Gautherin & Co., when certain conditions were fulfilled.

Q. Did the consul object to returning the money?—A. To my knowledge I can't say that any positive demand was made to him; I don't know that he objected; never heard it said that he did in our bank.

Q. You say that you were controlled—overruled—in this matter; now, who controlled you?—A. The directory. My own sense of justice to the stockholders was to have the money returned, or rather to never let it go. I am of rather a yielding temper, and I yielded to the transaction as I found it. Nobody controlled me positively. In the completion of the transaction I was there, and acted with the rest; I was

forced by the circumstances by which I was surrounded. The other $400,000 was returned, and $80,000 was sold to relieve the necessities of the bank; that I opposed; I don't know who it was sold to; it was sold at 26 or 28 per cent. premium; our circulation has been reduced by that amount. This $405,000 transaction was closed up in July; I am sure it was in July, from the length of time that has passed; Mr. Menard was one of the directors, and he went with the papers, and knowing that gentleman and knowing Mr. Du Prasier; Menard was really acting president of the bank at the time; there was no vote of the directors of the bank on the subject; Mr. Harroll, Mr. Menard, and Mr. Moulton were present, and I believe no other director, when the transaction was completed.

True copy from my orginal notes.

WILL'M L. G. GREEN,
Lieutenant Second Louisiana Volunteers, A. D. C.

P.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 14, 1862.

Memorandum of a statement made by Mortimer Belly, cashier of the Bank of New Orleans, this day, before Major-General Butler, in explanation of his statement made yesterday:

The first receipt was in substance as subscribed by me yesterday; the French consul wishing to get the gold into the name of a French citizen, that receipt was given up, and a new one made running directly to Gautherin & Co.

At the time the bank gave up its claim in the gold, and the settlement was made, the second receipt was given up, and a new receipt upon the invoice was given, dated back to April 16.

At the same time the original invoice, signed by Captain Sharkey, the agent of the Confederate States, showing the delivery of the goods on the 22d of June, was produced, and a copy of it is annexed to this statement.

M. BELLY.

NEW ORLEANS, *November* 14, 1862.

Personally appeared the above-named Mortimer Belly and made oath to the statement above written.

W. L. G. GREEN,
Judge Provost Court.

T.—Original.

Received, Brownsville, June 22, 1862, in good order and condition, from Charles Prialland, and for account of Messrs. Ed. Gautherin & Co., of New Orleans:

E. G. C. B. 182 bales cloth, measuring 54,743⅝ yards, at $2.55 a yard.

E. G. C. C. 427 bales cloth, measuring 134,626⅜ yards, at $1.97½ a yard.

B. F. B.

A. L. SHARKEY, Jr.,
Captain and Assistant Quartermaster.

I certify the above signature.

P. N. LUCKETT,
Colonel, Commanding Lower Rio Grande.

We hereby declare that the signatures above given are genuine, and that Mr. W. L. Sharkey, jr., above named, is the special agent delegated to receive the above mentioned goods for account of the contracting parties; we furthermore hereby bind and obligate ourselves to produce within reasonable time a duplicate of the foregoing receipt, duly authenticated by the quartermaster's department of the Confederate States of America.

ED. GAUTHERIN.

B.—Translation.

Amount of charges and expenses of the operation in cloths by Ed. Gautherin & Co., New Orleans till August 31, 1862.

1861.		
June 29.	By payment to E. Gautherin and Jules Le More, to go to Richmond	$481 00
July 20.	By remittance to them to Richmond	450 00
Aug. 12.	By remittance to French consul at Richmond—loan	50 00
	By expenses of E. Gautherin and Jules Le More for passage from New Orleans to New York and Havre	700 00
1862.		
Mar. 1.	By voyage of Charles Prailland to Richmond and back	543 00
May 27.	By voyage of Montardier to Richmond, five weeks	475 50
	By expenses of L. Grotaers in Antwerp	9 98
	By consul's fees and certificates	36 20
	By present to Mme. Mejan to close the affair well	153 00
Aug. 10.	By Colonel LeMot, as a bribe for the affair to start	2,500 00
	By V. Pretat, for the bill of Alexander, according to agreement of the five interested parties	5,000 00
	By Kossuth, 8 per cent. of $405,000, deposit in consulate	528 25
	By payment to Feuille for getting the receipt	500 00
	By Robert, lawyer, for proceedings with authorities and consul	500 00
Aug.	By Prailland, expenses to Matamoras	3,790 00
	By Jules Le More, expenses from January 1 to September 1, 1862	1,089 71
	By payment of cabs and transport of nine boxes of gold	60 00
	By expenses for telegraph and postage	150 00
	By fire insurance on gold in consulate, six months, ½ per cent. on $405,000	2,025 00
	By river insurance on Blasco de Garry, ⅛ per cent. on $250,000	312 50
	By marine insurance from here to New York on specie	585 26
	By E. Gautherin, expenses paid in sum $4,048.50, by Ferran & Dupierres, Havana, as a memorandum	1,846 75
		$19,939 40

NEW ORLEANS, *August* 31, 1862.
"B. F. B."

A.—Translation.

Account of charges and expenses of the operation in cloths by Ed. Gautherin & Co., of New Orleans, till August 31, 1862.

June 29.	Paid E. Gautherin and Jules Le More to go to Richmond	$481 00
July 20.	Sent to them to Richmond this day	450 00
Aug. 12.	Sent to French consul at Richmond, amount of loan	50 00
	Amount of expenses by E. Gautherin and Jul. Le More for voyage from New Orleans to New York and Havre	700 00
1862.		
Mar. 1.	Voyage of Ch. Prialland to Richmond and back	543 00
27.	Voyage of Montardier to Richmond and back, 5 weeks	475 50
	Expenses of L. Grotaers, Antwerp, 49.89 francs	9 98
	Consular charges for deposits and certificates	36 20
	Present to Madam Mejan to bring the affair to a good end	153 00
	Paid Kossuth ½ per cent. of $405,000 deposit charges	528 25
	Paid to Feuille for procuring the receipts	500 00
Aug. 31.	Paid Robert, lawyer, fees for proceedings near the authorities and the consul	500 00
	Paid Chs. Prialland bill of expenses to Matamoras	3,790 00
	Paid Jules Le More bill of expenses from Jan. 1 to September 1, 1862, $1,589.71, les $500 for Moralles	1,089 71
	Paid Ed. Gautherin expenses accounted for in $4,058.50, paid him by Ferran & Dupierris in Havana, accounted for in advances as memorandum	1,846 75
	Paid for cabs and transport of 9 boxes gold	60 00
	Paid telegraphs and postages	150 00
	Paid fire insurance on gold in the consulate six months, one-half per cent. of $405,000	2,025 00
	Paid river insurance on Blasco de Garay, one-eighth per cent. of $250,000	312 50
	Paid marine insurance from here to New York on gold, accredited to account	585 26
		12,439 40

NEW ORLEANS, *August* 31, 1862.
B. F. B.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Memorandum of the statement of Etienne Nicholas Montardier before Major-General Butler this day:

I am bookkeeper in the house of Ed. Gautherin & Co., 28 Canal street, and have been so employed over four years; the parties are Edward Gautherin, Alfred and Jules Le More; Alfred is the oldest of the two; when I was first with them they used to buy tobacco for the contractor of the French Government; they had been so doing two years; since then they have been shipping cotton to Europe for joint account with other parties; they were also engaged in the tobacco business at the same time; they had no other regular business; their correspondents at Havre were G. A. Le More & Co.—Le More Brothers; but I believe G. A. Le More is alone in that firm; I know something of the house being engaged in trade in military clothing; it was an outside transaction, in which the three partners and two other persons were engaged; no entry was entered in the books as the business was going, except after the money was received; Colonel Lemot I have not seen for some time, and don't know whether he is here or in Europe; the other man concerned is Jules de St. Martin; I don't believe Mr. Pretal had any contract with the Confederate Government; he was in Richmond, and acted as the friend of Gautherin and the partners; I was sent to Richmond about four or five days before the Federals came to New Orleans; I stayed there about ten or twelve days; I got back here May 27.

Gautherin & Co. and the partners undertook to sell cloth to the Confederate Government for a certain price; there was something like 500 or 600 bales; there were two lots—one amounted to $405,000; the other lot has never been delivered; it is or was in Havana.

It was consigned to Ferrand Y. Dupierois, I believe; the first lot was delivered a little before I started for Richmond; Mr. Gautherin was at Matamoras with the vessel about two or three weeks before April 23, and then went back to Havana with the cloth; afterwards he went to Matamoras again, and the cloth was shipped in several small vessels; I know the cloth was shipped, because Ed. Gautherin & Co. got a receipt from some Confederate officer for it; I don't know where the receipt is; Mr. Le More used to keep all those things to himself; sometimes in a private safe, sometimes in a box; the box was kept at the French consulate; he used to send for that four or five times a week; they got the money two months or six weeks ago by some agreement with one of the banks of New Orleans; it was in gold; the money was loaned by the Bank of New Orleans to the commissioner, and was deposited in the hands of the French consul about fifteen days before the Federal fleet arrived here; I did not meet Count Mejan in Richmond; I do not know of any money being paid the count—none for himself; there was some $400 or $500 paid for keeping the gold; I know that there was money paid to Kossuth, the clerk of the French consul, for keeping this money; there is in the account, you see, something charged for a present for Madame Mejan; it was really only thirteen dollars; that charge of one hundred and fifty-three dollars charged for it is a forced account to show somebody; there was no intention to bribe the consul; Alfred Le More said he didn't know why he should not charge it to the firm instead of paying it himself; I saw the Count Mejan since 12 o'clock yesterday; I had no conversation with him on this subject; it is charged $153; there is a book where the real account is entered; I made these accounts, two accounts (marked "A" and "B. F. B.," and "B" and "B. F. B.")

This false entry was made to show Baron Seliere, whose agents they were; the last time we settled the whole affair we made an entry on the books; we make only a whole entry at last; not as the affair goes on; Robert, the lawyer, has an office in Commercial Place; these two accounts, marked "A" and "B," were made out by Alfred Le More, and copied by the young man under the direction of A. Le More and myself, and copies were given to the other partners of the firm; Robert, the lawyer, has an office in Commercial Place; he is now in Havana; the Count Mejan must have known about the transaction; I have never heard him talk about it, but he must have known something about it; he must have known from where he received the money; I think it was deposited in the name of De Bow; at any rate it was Mr. De Bow that paid for this, but I didn't know much about this business; they kept it to themselves, and I only know what they couldn't help to let me know.

Q. What did you say to the French consul yesterday?—A. I had something to do about my papers—my certificate; as I knew Mr. Le More had been taken away I asked him if I would be well protected by my papers; he told me I was all right; that I was a French subject.

Q. Was not something said about this transaction between you and somebody in the consulate yesterday?—A. No, sir; yesterday I saw Mr. Kossuth; he told me about his affair; that Mr. Le More had been taken up.

Q. Was not something said about Mrs. Mejan and the present?—A. No, sir; I said to Kossuth—it is put down in the account that you have received $400 or $500; that was all that was said.

Did you say anything to Mejan about it?—A. No, sir.

Q. Where did you meet Kossuth?—A. In the evening at his house; I said to him: "Mr. Kossuth, you must remember that the account has been made, and that you are put down for $500 and some dollars;" he said it was all right; $405,000 was paid into the French consulate for the first lot; nothing was paid in for the second lot, as it never was delivered; I have been in this country since March, 1849; I came to New Orleans in March, 1851; we borrowed some money—$50—of the French consul in Richmond.

E. N. MONTARDIER.

NEW ORLEANS, LA., *November* 13, 1862.

Personally appeared E. N. Montardier, and made oath that this statement by him subscribed is true.

WILL'M L. G. GREEN, *Ju. Pro. Ct.*

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 12, 1862.

Memorandum of a conversation this day between the commanding general and Alfre[illegible] Le More and Jules Le More of the firm of Edward Gautherin & Co., of New O[illegible]leans.

ALFRED LE MORE, being examined apart, the following conversation took place:

By General BUTLER.

Q. You are of the firm of Gautherin & Co.?—A. Yes, sir.

Q. G. L. Moore & Co., of Havre, are your correspondents?—A. And brothers als[illegible]

Q. At some time were you in treaty purchasing a large quantity of goods at F[illegible]riere?—A. I wish to ask one question: Do we appear here as accused?

Q. You are, through the Secretary of State of the United States, of having been [illegible]gaged in this traffic with the Confederates.—A. Then I have nothing to answer.

Q. You may answer or go to prison.

Afterwards the following question was put:

Q. The question I put to you is this: Have you been engaged in purchasing clot[illegible]es or clothing at Ferriere, through your agents, for the supply of the rebel army? N[illegible]w, you may answer that or not, just as you please.—A. I have not myself.

Q. Have you been engaged in any way, directly, in any form, in buying any cl[illegible]th-ing in Ferriere, for which drafts are now due and out?—A. I don't want to ans[illegible]wer that question.

The party pretended that he did not hold himself bound to answer to the extent of criminating himself.

Sent to Fort Pickens until further orders.

JULES LE MORE called:

Q. You are of the firm of Edw. Gautherin & Co., doing business in New Orleans?—A. Yes, sir.

Q. G. L. Moore & Co. are your correspondents at Havre?—A. Yes, sir.

Q. Has your house been directly or indirectly engaged in buying goods at Ferriere, in Belgium; have you been concerned, or your house, in buying goods there?—A. No, sir.

Q. Has your house been so engaged?—A. I don't know anything about it, as I hav[illegible] not been here for fifteen months; I came here in the Cardenas two months since; I had been in Havana twelve months.

Q. Has any clothing been shipped to you from Europe?—A. I don't know anythin[illegible] about it.

Q. Have any goods been shipped by you from New York to Havana?—A. I cann[illegible]t answer that question.

Ordered to be confined in Fort Jackson.

A correct transcript from my original notes.

WILL'M L. G. GREEN,
Lieutenant Second Louisiana Volunteers, A. D. C.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Major-General Butler's compliments to Count Mejan, and he is informed by a wi[illegible]ness under examination that Mr. Alfred Le More's box of papers, which implicate[illegible] him in fraud upon the Government, is in your possession. You will be kind enoug[illegible] to forward it by the bearer, Major Clemence.

Respectfully,

BENJ. F. BUTLER,
Major-General, Commanding.

[Translation.]

NEW ORLEANS, *November* 13, 1862.

Count Mejan, consul of France, presents his compliments to General Butler, and must declare to him that he has no box with papers belonging to Mr. Alfred Le More in his possession.

The consul of France, in the same time, takes the liberty to observe to General Butler that, in the case he should have such papers in his possession, it would be impossible for him to give them up without the formal consent and the presence of the parties interested.

With respect, the consul of France,

COUNT MEJAN.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 13, 1862.

Count MEJAN:

SIR: Alfred Le More states that his box is in your possesion. Will you or will you not give it up? Will you state to me that it has not been in your possession since yesterday morning?

By command of Major-General Butler.

H. C. CLARKE,
Lieutenant and Aide-de-camp.

[Translation.]

CONSULATE OF FRANCE,
New Orleans, November 13, 1862.

Major-General BUTLER,
Commanding Army of the Gulf:

SIR: I received this evening your letter through which your aide-de-camp, Lieut. H. C. Clarke, demands, by your order, if I will, "yes or no," give up a certain box belonging to Mr. Alfred Le More. I had already the honor to inform you that the said box was not in my possession, and I have nothing to add to this declaration.

With respect,

COUNT MEJAN.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 14, 1862.

SIR: Major-General Butler desires to know if you will return a direct answer to this question: "Whether the box of papers belonging to the criminal Le More has been in your possession since the arrest of the criminal or not?"

Respectfully,

BENJ. F. BUTLER,
Major-General, Commanding.

Count MEJAN,
Consul of France.

[Translation.]

CONSULATE OF FRANCE,
New Orleans, November 14, 1862.

Major-General BUTLER,
Commanding Army of the Gulf:

SIR: The box which you demand as belonging to Mr. Alfred Le More is no more in my possession, as I had the the honor to inform you. It has been withdrawn from the consulate on the morning of the 12th. I have not been informed of the hour in which these gentlemen have been arrested. I cannot know, therefore, if it had been withdrawn before or after the arrest.

With respect,

COUNT MEJAN.

DEPOSITION OF JULES LE MORE, WITNESS FOR CLAIMANT.

Filed June 1, 1883.

G. A LE MORE & CO. *v.* THE UNITED STATES. } No. 211.

To the Agent and Counsel of the United States:

SIR: Please take notice that on Saturday, the 26th instant, Jules Le More, the agent of the firm of G. A. Le More & Co., will be examined before W. F. Peddrick, esq.,

commissioner, at his office, at such time as will suit your convenience, relative to his purchase for said firm of the cotton involved in said claim.

Very respectfully, yours,

ALBERT C. JANIN,
Special Counsel for Claimants.

GRIMAUD DE CAUX.
Agent for the French Republic.

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

In pursuance of the notice hereto annexed the counsel for the United States, Mr. George S. Boutwell, and the counsel for the claimant, Mr. Albert Janin, met at the office of the commissioner, W. F. Peddrick, esq., No. 1518 H street, Washington, D. C., the commissioner being present, Saturday, May 26, 1883, at 9 o'clock a. m., and proceeded with the examination.

Mr. JULES LE MORE, a witness called on behalf of the claimant, after being duly sworn, testified as follows:

Examined by Mr. ALBERT JANIN:

(Mr. Janin, counsel for claimant, announces his intention to make a preliminary statement.)

(Mr. Boutwell, the counsel of the United States, objects to any statement being made, on the ground that the counsel has no right to make statements. He is not under oath.)

Mr. JANIN. About one year after I had given notice of the closing of the testimony-in-chief in G. A. Le More & Co., the counsel of the United States filed in the claim document No. 11, consisting of papers purporting to be photographic and manuscript copies of documents said to have been found among the so-called Confederate archives, and relating to a transaction between Leon Queyrouse and the Confederate authorities. In the transaction the said Queyrouse is made to appear as acting in the capacity of agent of G. A. Le More & Co. I forwarded a printed copy of that document to Jules Le More, at New Orleans, the agent of G. A. Le More in this country. Owing to the placing of this claim among the so-called suspended cases it was impossible for me to take Mr. Le More's testimony until the recent order of the Commission allowing us to present testimony and evidence on or before the 31st of May, I, as counsel for G. A. Le More & Co., had advised Mr. Le More that it was immaterial whether, in the transaction referred to, Leon Queyrouse acted as the agent of G. A. Le More & Co., or of other parties; I mean immaterial as a question of law; but he insisted upon being called as a witness, in order to explain the apparent conflict between the testimony in the old records and the matters set forth in the said document No. 11 relative to the connection of G. A. Le More & Co., with any dealings or transactions with the Confederate authorities. When the said order of the Commission was recently issued I notified Mr. Le More, and he has come on from New Orleans to be examined.

Q. Have you examined document No. 11, the printed copy of which I present to you?—A. I received a printed copy from you, and since my arrival here from New Orleans I looked carefully at the document said to be a photographic copy of a receipt of Leon Queyrouse, dated March 22, 1864.

Q. Do you refer to the document beginning at bottom of page 313 of the printed record?—A. Yes, sir.

Q. Are the papers embraced in document No. 11, so far as you know, true and genuine copies of the originals?—A. I cannot say; I have seen some signed by me which seem to be genuine; and some others also.

Q. Is that document, purporting to be a receipt of Leon Queyrouse of March 22, 1864, in the handwriting of Leon Queyrouse?—A. I do not think so; I think it is not; I am sure it is not, now that I see it.

Q. Did you ever know of any firm in Europe or in the United States entitled J. A. Le More & Co., as written in that document?—A. No, sir.

Q. Was Mr. Queyrouse familiar with the title of the firm of G. A. Le More & Co., in Havre?—A. Yes, sir.

Q. Did you prepare, at my suggestion, a statement in French of the matters that you wish to testify to?—A. I have prepared a statement in French that I sent to the attorney of G. A. Le More & Co. to put into good English, because I was not able to write it in English, but I am able to read it, and I have it here.

Q. Who had it put into English for you?—A. You did, and I am ready to read it.

This witness was arrested and imprisoned by General Butler and not released until the latter part of December, 1862. In the month of April 7, 1863, by reason of the

dissolution of my commercial firm at New Orleans on December 31, 1862, and my inability on that account, and because of my recent difficulty with the Federal authority to transact business there conveniently, I left that city with the permission of the Federal authorities, and proceeded to Matamoros, Mexico, in search of profitable employment.

After having studied the commercial situation of that region I wrote, on May 20, 1863, to G. A. Le More and Co. the letter which is printed on pages 196 and 197 of the record of this claim, and in which I propose to buy cotton for them.

During the summer of that year I learned that Leon Queyrouse, a citizen of France, formerly resident in New Orleans, but then established in business at Matamoros as a commission merchant, held a claim against the Confederate Government payable in cotton at Brownsville, on the Rio Grande, opposite Matamoros. It occurred to me that here was an excellent opportunity for a profitable investment in cotton for G. A. Le More & Co. I therefore bargained with the said Queyrouse for the purchase from him for that firm of his claim to the cotton which he was to receive from Major Russell, the consummation of the bargain being contingent, however, upon the receipt by me of authority from G. A. Le More & Co. to purchase cotton for them as I had suggested.

I had no acquaintance and never had any communication whatsoever with Major Russell, and knew nothing of the circumstances of the transaction between him and Leon Queyrouse. I understand, however, that in that transaction the latter acted as an agent, whose principals being Itarria, in Mexico, not Garcia, as the record is printed in this claim, and the firm of Darrety, Passin & Co., at Havana.

Late in September I received from G. A. Le More & Co. the letter of July 24, 1863, which is printed on page 199 of the record of this claim, authorizing me to purchase cotton for them, and soon thereafter I began making pecuniary advances to Queyrouse on the cotton, which he was momentarily expecting to receive from Major Russell. I frequently and constantly urged Queyrouse to insist upon the prompt fulfillment by Major Russell of his promise to deliver the cotton to him, and protested against his permitting cotton to be delivered in satisfaction of other claims over which his was entitled to priority, one of which I particularly remember, that of one Soubry.

In the month of December, 1863, feeling that I had imperiled the interests of G. A. Le More & Co. by making pecuniary advances to Queyrouse before the delivery of cotton, and impatient at Queyrouse's lack of firmness, I went with him to Monterey, Mexico, where I bought a wagon and four mules, and traveled several hundred miles by land to Shreveport, in North Louisiana. Having determined to take the matter of the settlement of Queyrouse's claim into my own hands, I concluded upon reflection that the Confederate authorities would be much more ready and willing to settle the claim if it was reported to them that it was that of a French commercial house than if it was known and regarded as the claim of a simple individual, Queyrouse, who allowed himself to be trifled with so many months. I therefore authorized the said Queyrouse to hold himself out as the agent of G. A. Le More & Co. This is the sole reason why, in the papers contained in the aforesaid document No. 11, that firm appears as the original owner of Queyrouse's claim for cotton against the Confederate Government. None of us ever imagined that the matter would become the subject of a judicial investigation, or that it made any practical difference who the principals of Louis Queyrouse were.

I most solemnly swear that to my knowledge G. A. Le More & Co. never had any transaction of whatsoever nature or kind with the Confederate authorities or any of their agents or any persons connected with them, and that they did not even know that they had ever been accused or suspected of having had or of being concerned in any such transaction until long since the filing of this claim, when I wrote to them that some documents had been presented which reported them as having had some dealings with the Confederate authorities, telling them, however, at the same time, that it was a matter of no importance.

During my sojourn in North Louisiana I made several purchases of cotton for G. A. Le More & Co., some of which was burned. Among other lots I bought of John Pargoud 164 bales, and of A. Lazarre 59 bales. I caused the 164 bales to be hauled from Pargoud's plantation to Lazarre's place, and paid for the hauling myself. I also bought of Leon Queyrouse 830 bales on the Simmons plantation, which are the subject of this claim. All of these purchases were made at the rate of $160 in greenbacks, and paid for partly in gold, partly in greenbacks, and partly in drafts on Monterdier at New Orleans, on Prietat at Matamoros, and G. A. Le More & Co. at Havre. At that time the Confederate currency was very much depreciated in that part of Louisiana. The occupation of that region by the Federal forces was momentarily expected. In the expectation of such occupation, and of the possibility of shipping to New Orleans the cotton which I had bought, I dispatched an agent to that city to procure for me a permit from the Federal authorities for the shipment of the cotton.

Among the papers contained in said document No. 11 I have examined, since my

arrival at Washington, in this office, a paper purporting to be a receipt given by Leon Queyrouse for 983 bales of cotton in settlement of his claim, but I declared that I never saw said receipt before, or knew of its existence until it was presented in this case. It purports to be a photographic copy of the original. But I am certain that it is not in the handwriting of Leon Queyrouse, and that it does not state the truth for I positively deny that Leon Queyrouse ever received from Lieutenant-Colonel Broadwell or Major Buckner, in part satisfaction of his claim, the 323 bales of cotton.

When that receipt purports to have been given—that is, on March 22, 1864—Major Buckner, the agent of Lieutenant-Colonel Broadwell, may have known of the existence of that amount of cotton on the Lazarre place, and may have supposed that he could seize and use it in settlement of said claim, but I repeat that said lot of cotton had been previously bought and paid for by me, and that Leon Queyrouse never received one bale from the Confederate authorities or any one else. To my knowledge the only cotton actually received by said Queyrouse from Major Buckner was the 83 bales which I purchased from him on the Simmons plantation.

In the judicial investigation of the claim of G. A. Le More & Co. I testified, I believe, three times. What I said in the testimony given by me was the truth. I cannot vouch for the accuracy of the report of said testimony made by the commissioner before whom it was given, as it was never read over to me, and I know from experience how seldom testimony is accurately reported. Questions were put to me, and my lawyers and the commissioners agreed upon the wording of the answers, as my knowledge of English was very imperfect, as it is to-day. I positively affirm, however, the truth of the statements made by me respecting the purchase of 830 bales of cotton from Queyrouse, and 164 from Pargoud, and 59 from A. Lazarre.

It will be seen by reference to the record of this claim that my testimony on these points is entirely in keeping with and confirmed by that of the said Pargoud and Lazarre and John T. Simmons and Major Buckner, none of whom had any motive for misstating the fact, or any reason to sacrifice the truth for the benefit of or to favor me. I was almost an entire stranger to them and had never had any relations with them, except in connection with my purchase from them and from Queyrouse of the said several lots of cotton. I had never seen them before, and have never seen them since.

I believe I cannot adduce any stronger proof of the entire truth and sincerity of my testimony given by me on the occasions mentioned than the fact that if I could have testified and proved that in the receipt of the cotton from the Confederate authorities Leon Queyrouse acted as the agent of G. A. Le More & Co., I would have established to the satisfaction of the courts of law the right of their claim, and their title to the cotton, whereas I did not so testify for the simple reason that I was under oath and that Queyrouse was not and never had been the agent of G. A. Le More & Co. and never had any business relations or connection with them, notwithstanding the impression to the contrary, which might be produced by the papers contained in the aforesaid document No. 11.

I have been advised by the counsel of G. A. Le More & Co. that it is immaterial whether in the transaction of June 3, 1863, with Major Russell, Queyrouze was the agent of Itarria, or of Durrety, Plassin & Co., or of G. A. Le More & Co. Nevertheless, ever since the filling of said document No. 11, I have been anxious to be examined in reference to the apparent conflict between the history of this claim as presented in said document and the true history thereof as set forth in the old record of the claim. I desired to reiterate what I then testified to in regard to the purchase of the cotton for G. A. Le More & Co., and to correct certain errors which I have noticed in the report of the printed testimony, such as the printing as Garcia the name of Itarria, and the statement that I had testified that I paid $160 per bale in greenbacks, whereas what I said was that I paid at the rate of $160. There may be a number of smaller errors which I did not notice, because the testimony was never read over to me.

Cross-examined by Mr. GEORGE S. BOUTWELL:

Q. Is Leon Queyrouze living?—A. Yes, sir.

Q. And where?—A. In New Orleans.

Q. When did your acquaintance with Leon Queyrouze begin?—A. A few years after I was in New Orleans. He was a grocer in New Orleans.

Q. In what year?—A. I do not know exactly, sir.

Q. State as nearly as you recollect.—A. It may have been about 1850 or 1851. I do not remember exactly. I did not frequent him. I knew him.

Q. Did you have any business relations with him between the years 1850 and 1860?—A. Yes; in 1852 I think I had. I was clerk in the office where he was. He was partner.

Q. You say that the receipt signed by Leon Queyrouse, agent, dated March 22, 1864, as shown to you, being a photographic copy of the original, is not in the handwriting of Leon Queyrouse?—A. It is not, to my best knowledge.

). Do you know in whose handwriting it is?—A. I have never seen that before, ept here yesterday. I do not know anybody who could have written that.
). What do you say as to the signature of the receipt?
Mr. JANIN. I admit the genuineness of the signature.)
.. I recognize the signature, but not the body of the receipt?
). In the body of this paper is this statement which is in payment (with the pro- o annexed) of a claim on the part of gentlemen J. A. Le More & Co., of France, inst the Confederate States of the amount of $80,858.42.
). Have you any knowledge whether any such sum was at that time due to J. A. More & Co.?—A. No, sir.
). Do you know whether that sum was then due to G. A. Le More & Co.?—A. No,

). Were you present when this receipt of Leon Queyrouse, agent, was signed?—A. sir.
). When did you first know of the existence of that receipt?—A. When I saw it t in the printed document the day before yesterday, when I saw that document.
). You have said in your statement that at the time and for a certain purpose you de Leon Queyrouse agent?—A. Yes, sir.
). At what time and place was that agency conferred upon him?—A. I think it in March or February, 1864. It was so long a time ago I do not remember.
). Is the firm of G. A. Le More & Co. in existence?—A. Yes, sir.
). Who constitute the members of it?—A. Gustave Le More, acting partner, and nt partner Leontine Le More. The same firm as before.

'he further examination of the witness was then adjourned to Monday, May 28, 3, at 3 o'clock p. m.
Before signing the preceding examination the witness made the following correc- ns:
. Insert "original" before word "owner," p. 6, line 20.

JULES LE MORE.

A. LE MORE & Co. } No. 211.
v.
IE UNITED STATES.

MONDAY, *May* 28, 1883.

Pursuant to adjournment the counsel for the United States, Mr. George S. Boutwell, d the counsel for the claimant, Mr. Albert Janin, met at the office of the commis- ner, W. F. Peddrick, 1518 H street, Washington, D. C., the commissioner being esent, and proceeded with the examination of the witness, Mr. Jules Le More.

Cross-examined by Mr. BOUTWELL:

Q. At what place were you on the 22d day of March, 1864?—A. I think I was in lonroe, on the Ouachita River.
Q. Did you not see Leon Queyrouse that day?—A. I cannot remember whether I aw him that day.
Q. Did not you have knowledge on or about the 22d of March, 1864, that Leon Quey- ouse had signed such a receipt as appears on pages 313–314 of document No. 11?—A. lo, sir.
Q. Did not you know that he was engaged in some transaction relating to cotton at hat time?—A. I knew he was to receive some cotton.
Q. The sum of $80,858.42 is mentioned in that receipt; do you know how that sum appens to be there?—A. No, sir.
Q. Have you no knowledge of any transaction in which the sum of $80,858.42 ap- ears?—A. No, sir.
Q. Do not you know that at that time that sum of money was alleged to be due to J. A. Le More & Co., by the Confederate States?—A. I know it was not due.
Q. You know it was not due?—A. Yes, sir.
Q. How do you know it was not due?—A. Because G. A. Le More & Co. never nade anything with the Confederate States.
Q. Did they never make any contract with the Confederacy?—A. Never.
Q. Did not G. A. Le More & Co., or a firm of which they were partners, have a ontract for the delivery of gray cloth?—A. Never, never.
Q. Were you a member of the firm at that time?—A. No, sir; I never was a mem- er of the firm of G. A. Le More & Co.
Q. Where were you on the 7th of March, 1864?—A. I do not know surely; I think was in Monroe. I do not know; maybe I was in another place—in Shreveport.
Q. Do you say that on the 7th day of March, 1864, the Confederate States were not debted to G. A. Le More & Co?—A. I repeat—I repeat that G. A. Le More & Co. ver had anything to do with the Confederate States.

Q. Do you know anything of a contract between the Confederate States and any other parties, except Gautherin & Co.—first, who were the members of that firm?—A. Gautherin, Alfred Le More, and myself.

Q. You had agreed to furnish gray cloth?—A. Yes, sir.

Q. G. A. Le More was one of them?—A. No, sir; never; nobody of the firm of G. A. Le More & Co. was a partner of ours.

Q. Was there anything due from the Confederate Government at the time you speak of to Gautherin and Alfred and Jules Le More?—A. No, sir.

Q. The contract was completed for $405,000; and after that do you say there was no claim against the Confederate Government?—A. No, sir; not that I know of.

Q. When was that paid?—A. I think it was paid in 1862, if I am not mistaken.

Q. Will you look at a printed document on page 312 of the record in 598 before the Commission, and state whether what purports to be a letter signed by Jules Le More was written by you or not?—A. [Looking at the records.] It is explained in that [pointing to the testimony of the first day].

Q. I do not ask you that; I ask you whether you wrote that letter?—A. I did not write the letter; I signed a letter of that kind; that is all I can say.

Q. What do you say as to this being the letter you signed?—A. That I cannot recollect.

Q. Have you any doubt about it?—A. I may have doubt about the English.

Q. Wasn't it written in English?—A. But I have never been perfect in the English language, so far as knowing it.

Q. What claim is referred to in this language: "In answer to both of those indorsements I have the honor to say that Lieutenant-Colonel Broadwell's statement of the transaction is correct as it is, but not complete, in this: first, that he omits to say that we were willing to settle our claim at the rate of 20½ cents per pound on the footing of cotton delivered to us at Brownsville at that rate, thus claiming for the difference of expenses between the places of delivery;" what claim is referred to?—A. That claim is Queyrouze's claim explained in that [pointing to the testimony of the first day]; he was to receive more cotton than he sold to me.

Q. You say that this was Queyrouze's claim?—A. It was concerning Queyrouze's claim; not Gautherin & Co.

Q. What did you mean by the phrase "our claim"?—A. Because I wanted the Confederate officer to believe it was the claim of G. A. Le More & Co.

Q. Then, as a matter of fact, you stated what was not true?—A. Yes, sir; that is sure.

Q. Now do you say that you have no knowledge of a claim by Gautherin and Alfred Le More and Jules Le More against the Confederate States, or a claim by G. A. Le More against the Confederate Government of $80,858.42?—A. Neither Gautherin & Co. nor G. A. Le More & Co. had a claim against the Confederate States.

Q. Did any party, of whose business you had any knowledge at that time, have any claim against the Confederate States?—A. No, sir.

Q. Do you know who T. K. Belknap was?—A. No, sir; I think he was a merchant in New Orleans.

Q. But in Shreveport in 1864?—A. I do not remember.

Q. Did you never know such a person?—A. I have known him by sight.

Q. Did you have any business relations with him?—A. Never.

Q. On page 337 of the record in case No. 598, being an extract from the record in 211, is a letter signed Jules Le More, dated at Shreveport, March 10, 1864, directed to T. K. Belknap, Esq., Shreveport, La., in which the writer says: "In accordance with agreement made between Lieut. Col. E. Kirby Smith, Lieutenant-Colonel Broadwell, and myself yesterday morning, I appointed you as the arbiter to represent my interest in the examination of the claims of G. A. Le More & Co., Havre, and Maj. C. Russell, quartermaster, C. S. A.;" what claim is referred to there?—A. It may be it is the same claim as this one, but I do not recollect the name of Mr. Belknap; I did not see him probably; that name was suggested to me.

Q. In your letter of 7th of March, 1864, you say that "we were willing to settle our claim at the rate of 20½ cents per pound on the footing of cotton delivered to us at Brownsville;" what claim is there referred to?—A. It was the same claim.

Q. Wasn't it the claim against the Confederate Government for $80,858.42?—A. No, sir.

Q. You are certain of that as you are of anything?—A. I do not know anything about that claim of $80,000 that you speak of.

Q. Did you know Lieut. Col. W. A. Broadwell, chief of the cotton bureau of the Confederate Government?—A. Yes, sir; I saw him at Shreveport.

Q. Did you know Maj. J. A. Buckner, assistant inspector-general?—A. It may be; but I do not remember that.

Q. Have you any knowledge that W. A. Broadwell, lieutenant-colonel, &c., wrote this letter:

"SHREVEPORT, *January* 20, 1864.

"Messrs. G. A. LE MORE & Co., of Havre:

"GENTLEMEN: I have the honor to return you the certified account of Major Charles Russell for $80,858.42, with the accompanying papers. I will take up the account with cotton at 20½ cents per pound, if directed to do so by the department commander. The point of delivery will be made known as soon as he approves such a settlement of your claim?"

A. No, sir; I do not know. I am sure that the firm of G. A. Le More & Co. never received such a letter.

Q. How do you know?—A. Because they never had anything to do with the Confederate officers.

Q. Have you any knowledge that a claim by G. A. Le More & Co. was referred to the acting auditor of the Confederate States for examination?—A. No, sir; no claim could have been referred to the acting auditor, because I know that G. A. Le More had never any claim against the Confederacy.

Q. Will you look at the report of the auditor, on page 395 of the record in No. 211, found in record No. 598, and say whether you have any knowledge of the claim for cotton spoken of in the first paragraph of that report?—A. No, sir. (Reading the report.)

Q. What was your claim against the Confederate Government?—A. The only claim we had was for 15,000 bales of cotton sold to the New Orleans Bank before that in 1862.

Q. On March 7, 1864, what claim had you, or G. A. Le More & Co., or Gautherin and the Le Mores?—A. We had no claim at all.

Q. You are sure of that?—A. Yes, sir.

Q. Now, then, in your letter of March 7, 1864, you say, "within the last ten days Lieutenant-Colonel Broadwell offered as a settlement (in an unofficial manner) by drafts on Yankee banks, at a rate which was not acceptable for such fluctuous currency as greenbacks;" what claim was that?—A. It was the claim of Queyrouze.

Q. For what cotton?—A. The cotton that I bought from Queyrouze. That letter is signed by me, but I do not use that language.

Q. You state that Lieutenant-Colonel Broadwell "omits to say that we were willing to settle our claim at the rate of 20½ cents per pound on the footing of cotton delivered to us at Brownsville at that rate, thus claiming for the difference of expenses between the places of delivery;" what do you mean by that?—A. Because in Brownsville; if you received cotton in Brownsville you were receiving so many bales; if receiving them in the interior it was double.

Q. What does 20½ cents per pound mean?—A. I do not know.

Q. Do you know anything of a letter written by Lieutenant-Colonel Broadwell on the 26th of January, 1864, in which he refers to the "application of G. A. Le More & Co., of Havre, to obtain the settlement of a claim due them"?—A. I do not recollect that; if it was it made allusion to the claim of Queyrouze.

Q. Now, do not you know that there was due to you or some of you who have been named in this transaction the sum of $80,858.42 for gray cloth, and that you received in payment therefor, either directly to yourself or through Queyrouze, cotton from Major Russell or some other person representing the Confederate Government, at 20½ cents per pound, and Queyrouze receipted for it?—A. No; I do not, except that Queyrouze received some cotton, the cotton that I bought.

Q. Now, did not your firm bring gray cloth from Havre after 1862, and deliver it to the Confederate authorities?—A. No, sir.

Q. Nor did G. A. Le More & Co. do it?—A. No, sir; the gray cloth for our contract left Marseilles, not Havre.

(The witness was here shown a letter in manuscript.)

Q. Look at that letter and state whether that signature is yours?—A. Yes, sir.

Q. Look at the body of that letter and say whether the handwriting is yours?—A. Yes, sir.

Q. Will you look at the printed letter on pages 312-313 of record No. 211, found in No. 598, and say whether that letter is not a verbatim copy of the manuscript letter which I show you, and which you say was written by your hand and signed by you?—A. That refers always to that same claim of Queyrouze.

Q. How much money did you advance to Queyrouze on account of the cotton that he was to deliver to you?—A. At Matamoras about $15,000; it may be a little more.

Q. In your letter to which your attention was last called you say "we were desirous to get here the amount of our claim, with interest in gold, rather than staple;" if your claim was as you allege for cotton in staple, how do you explain this demand?—A. It may be Queyrouze, but not me.

Q. This your letter?—A. I don't understand that; I had no claim at all.

Q. But you made a claim, didn't you, here?—A. Yes, sir.

Q. In gold, with interest in gold, and you stated that you preferred it to be staple?

WITNESS. What letter?

Mr. BOUTWELL. Your letter to E. Kirby Smith; you say that "as to the offer men-

tioned in Lieutenant-Colonel Broadwell's indorsement of $120 in specie for each bale of cotton given to us in settlement;" then you add "he has never made us such an offer, although he was perfectly aware then and ever since we first saw him in relation to this matter that we were desirous to get here the amount of our claim, with interest in gold rather than staple;" what I ask is, if your claim was for cotton, as you assert, how could you have made a declaration that you wanted your claim with interest in gold?—A. I was writing in my name, but I was writing for Queyrouze.

Q. But if Queyrouze's claim was for cotton, giving the number of bales, what right had you, speaking for yourself, or Queyrouze on behalf of that claim, to assert that you wanted for that claim gold, with interest in gold?—A. It may be that he wanted to have gold in preference to cotton, and he made me write that letter.

Q. How do you explain, consistently with the statement you now make, that you had no claim other than through Queyrouze, and that Queyrouze's claim was for a certain quantity of cotton, the statement you make in this letter: "The only offer he made, and that not in a business-like manner, was $90 per bale, which price would not cover the principal of our claim"?—A. Well, it may be of Queyrouze always, because I had put the claim before those officers as our claim. That is the only way I can explain that letter.

Q. You have stated that that claim of Queyrouze which you bought was for a certain number of bales of cotton, and not for a given amount of money; and you deny that any money was due?—A. Except money advanced.

Q. But you deny that any money was due to you or anybody connected with you from the Confederate States?—A. I deny that; yes, sir.

Q. How then do you explain this statement in your letter: "$90 per bale, which price would not cover the principal of our claim"?—A. Because Queyrouze could have bought cotton with it, and delivered me some cotton. It is exactly the same thing.

Q. Now, don't you know that Queyrouze, in behalf of G. A. Le More & Co., presented to the Confederate Government a bill for gray cloth, that it was audited, and that a balance was found to be due of $80,858.42?—A. No, sir.

Q. And that it was paid for in cotton at 20½ cents per pound?—A. I don't understand.

Q. Do you deny those statements of fact?—A. I do not understand that way you put it. Put some question, and I will answer yes or no.

Q. Do not you know that Queraouze presented to the Confederate Government, in the year 1863, a claim in behalf of G. A. Le More & Co., and as their agent, for a quantity of military gray cloth?—A. Well, sir, I deny that Queyrouze presented any claim for cloth.

Q. Do you know whether he presented any such claim?—A. He had some claim himself, but I do not know what for; I do not know what for.

Q. Have you any knowledge of a certificate signed by Lieut. Col. W. A. Broadwell, and reported in the record in case 211, found in record 598, page 330, in these words:

"COTTON BUREAU, SHREVEPORT, LA,
December 26, 1864.

"This to certify that on the 22d day of March, 1864, I delivered, through Maj. J. A. Buckner to Messrs. G. A. Le More & Co., of Havre, France, nine hundred and eighty-three (983) bales of cotton on Ouachita River, and received by them in payment of the certified account of Maj. Charles Russell for $80,858.42. This cotton was delivered by Maj. John A. Buckner, acting under authority from this office, all of which is evidenced by the receipt of Leon Queyrouze, agent of Messrs. Le More & Co.?"

A. I never saw it, but I think it must be correct; it was probably given to Mr. Queyrouze himself.

Q. Is Mr. Queyrouze known to you; or is his reputation for truth and veracity known to you?—A. He is one of the most honest men you can find.

Q. Then if he has stated that the gray cloth which he delivered was for the account of G. A. Le More & Co., you would believe it?—A. Certainly, if he stated it on oath; but men in that time did many things which they would not do at other times.

Q. You knew that he held himself out as agent of G. A. Le More & Co.?—A. Yes, sir; I authorized him to do it to expedite the matter.

Q. You never knew any firm known as T. A. Le More & Co.?—A. No, sir.

Q. Have you any doubt where in the printed document, as in the receipt of Queyrouze to which your attention has been called, where the firm is spoken of as T. A. Le More & Co. it means G. A. Le More?—A. I do not know; but I have observed a great many mistakes in these records, both in names and dates.

Re-examined by Mr. JANIN:

Q. Were Mr. G. A. Le More & Co., of Havre, ever engaged in any manufacturing business?—A. Never in their lives.

Q. Were there any manufacturers of cloth at Havre in 1861-1864?—A. Not one

actory has been in Havre from that time until now; it is not a manu-
y; it is a commercial city.
, the counsel for the claimant, offers to show, if the defendant Govern-
oduce, instead of a printed copy of what purports to be a manuscript copy
t found among the Confederate archives, the original of said document,
mentioned at the head of the document printed on page 305 of No. 211 is
lso that the papers contained in said document No. 11 of 211 contain a
rrors of names and dates.)
I now wish the witness to read the report of the testimony he gave on
e 26th instant, before signing it, to see if it is correct.
s, after reading the report, stated that the same was correct.
ission then adjourned.

JULES LE MORE.

at the above deposition was taken by me at the time and place men-
the same is full, true, and accurate, and that it was signed by the wit-
e More.

nd subscribed before me this 28th day of May, 1883.

W. F. PEDDRICK,
Notary Public and Special Commissioner.

ORDER AS TO TAKING TESTIMONY.

Filed May 12, 1883.

RDREAUVILLE v. ED STATES.	No. 18.
YAN et al. v. ED STATES.	No. 28.
MOTE v. ED STATES.	No. 131.
ORE & Co. v. ED STATES.	No. 211.
EVY v. ED STATES.	No. 253.
PLACE v. ED STATES.	No. 365.
APLANTE v. ED STATES.	No. 674.

WASHINGTON, *May* 10, 1883.

wing cases, called the suspended cases, viz—
e Perdreauville *v.* The United States.
yan *v.* The United States.
eze Mote *v.* The United States.
A. Le More & Co. *v.* The United States.
Levy *v.* The United States.
azile Laplace *v.* The United States.
A. Laplante *v.* The United States—
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United States may take and file testimony and evidence till and on the
une next.

ARINOS.
GEOFROY.
A. O. ALDIS.

BRIEF FOR CLAIMANT.

G. A. LE MORE & CO.
v.
THE UNITED STATES. } No. 211.

The record in this case is voluminous, but the facts are plain and simple, and may be briefly stated.

G. A. Le More & Co. are merchants of Havre, France. Their principal business has been for more than thirty years, and is to this day, the importation of cotton from the United States.

During the war of secession they had many transactions in cotton with this country. One of them arose under the following circumstance:

Jules Le More, a Frenchman, who had been residing in New Orleans for some time, became involved, in 1862, in a difficulty with General B. F. Butler, which led to his arrest and imprisonment at Fort Jackson. The Commission is familiar with the history of the cloth transaction of the firm of E. Gautherin & Co., of which Jules Le More was a member, with the Confederate Government, and with the circumstances connected with the imprisonment by General Butler of Alfred and Jules Le More.

Jules Le More was released from prison in December, 1862, by order of the United States Government. His books and papers were restored to him in January, 1863. Finding it impossible to continue his business at New Orleans he soon thereafter left the city and went to Mexico in search of profitable occupation.

A few weeks later, after having studied the situation of affairs in Mexico, he sent to the French firm of G. A. Le More & Co., the head of which was his brother, the following letter and proposition, to wit:

MATAMORAS, 20 *mai* 1863.

Messieurs G. A. LE MORE & CIE., *Havre:*

MESSIEURS ET AMIS: Ainsi que vous en avez été informés, j'ai quitté la Nouvelle-Orléans il y a quelques semaines, n'y voyant plus rien à faire de longtems, et je suis venu de ce côté-ci voir s'il n'y aurait pas quelques opérations cotonnières à établir. D'après ce qui j'ai pu déjà observer, il doit y avoir de l'argent à gagner, non pas seulement en achetant du coton, mais en allant surtout dans l'intérieur du Texas, et jusque dans la Haute Louisiane, les frais de déplacement et transport, quoique très élevés, étant compensés largement par le coût primitif.

Dans l'espoir que vous voudrez bien utiliser mes services, je ne vous chargerai qu'une commission d'achat de 5 pr. ct., tandis qu'il y a des personnes qui chargent 7½ pr. ct. du moment où les achats se font hors de Matamoras.

J'ai fait ici la connaissance de M. A. Tertrou, qui s'occupe d'affaires avec l'intérieur du Mexique et avec la Havane. Il m'a donné à comprendre que par son intermédiaire il serait facile de se procurer les fonds nécessaires aux achats pour votre compte, moyennant commission d'avances et un intérêt de 8 pr. ct. jusqu'à l'époque de l'embarquement des cottons, époque à laquelle on se rembourserait sur vous payable à 60 jours de vue dans Londres ou Paris.

Pour votre gouverne, les sterlings sont d'un placement plus facile et généralement plus avantageux que les francs. On peut actuellement calculer ici vendre à bord du navire le middling à environ 32 cents en or. J'estime que pour vendre du coton au Havre via Havana, il faudrait ajouter 10 cents par lb. environ.

En achetant suffisamment pour le chargement d'un navire qu'on pourrait facilement faire venir de la Havane, cela ne coûterait guère que 5 à 6 cents.

Vous pourrez m'adresser vos lettres, voie de la Havane, aux soins ou sous couvert de MM. V. Prétat & Co., de Matamoras, c'est la manière la plus prompte et à peu près la plus sûre de me faire parvenir vos lettres. Il n'y a rien à faire ici pour l'importation française, la place est encombrée de marchandises de toutes sortes, et beaucoup d'articles pourraient être achetés audessous du prix coûtant des ports d'exportations; les fluctuations sont incroyables. A mon arrivée ici, la farine se payait jusqu'à $70 le baril, aujourd'hui on trouve difficilement preneur à $30. Les bois seuls sont toujours recherchés par suite de l'accroissement extraordinaire de population que prend cette ville, ce qui nécessite des constructions de maisons de tous côtés.

Sans plus, et dans l'attente d'une réponse favorable de votre part, je vous salue messieurs et amis, bien affectueusement.

JULES LE MORE.

The proposition was accepted by G. A. Le More & Co. in the following letter:

HAVRE, 24 *juillet* 1863.

Monsieur JULES LE MORE, *Matamoras:*

MONSIEUR: Nous venons par ces présentes vous autoriser à faire pour notre compte des achats de coton à Matamoras, dans le Texas et dans la Haute Louisiane, n'excédant

pas (2,500 bls.) deux mille cinq cents balles pour être rendues en Europe à deux francs cinquante centimes le demi kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une lettre vous accréditant auprès de Monsieur A. Tertrou, peur faire face aux dits achats. Nous tenons beaucoup à ce que les tirages sur nous ne se fassent qu'au moment de l'expédition des cotons, et comme il est à notre connaissance qu'au Mexique on peut se procurer de l'argent à intérêt moyennant une commission, vous devez prendre tous les arrangements nécessaires pour profiter de cette facilité; une commission même un peu forte, payée par cette opération, nous parait préférable aux inconvénients d'un long découvert en Europe.

Nous ne nous étendons pas davantage à cet égard, ayant pleine confiance dans l'habilité de vos agissements que nous sanctionnons à l'avance.

Nous vous présentons, Monsieur, nos salutations empressées.

G. A. LE MORE & CIE.

On the same day G. A. Le More & Co. sent the following letter accrediting their thus constituted agent to a banker at Matamoros:

HAVRE, 24 *juillet* 1863.

Monsieur A. TERTROU, *Matamoras:*

MONSIEUR: Notre agent, M. Jules Le More, se rendant au Mexique et dans la Haute Louisiane, pour effectuer des achats de coton pour notre compte, nous venons par ces présentes l'accréditer auprès de vous pour le remboursement des dits achats; il s'entendra avec vous à cet égard et nous sanctionnons d'avance les engagements qu'il pourra prendre avec vous, soit que vous lui fassiez des avances pour notre compte en compte courant à un intérêt n'excédant pas 6 pr. ct. l'an, et une commission de découvert à débattre entre lui et vous, soit que vous vous remboursiez sur nous, payable dans Paris ou dans Londres, au fur et à mesure de l'échéance de ses traites pour notre compte.

Nous vous présentons, Monsieur, nos civilités empressées.

G. A. LE MORE & CIE.

During his stay at Matamoros Jules Le More learned that Léon Queyrouze who, for some time past, had been established there in business, held a claim against the Confederate Government, which was payable in cotton. Under the agreement existing between Queyrouze and Major Russell, the agent of the Confederate Government, the firm was to receive in payment of this claim about 900 bales of cotton in the vicinity of Matamoros on or before September 3, 1863, and Le More bargained with Queyrouze for the purchase of this cotton from him.

Jules Le More relates in his testimony how anxiously he awaited the receipt of the cotton upon which he had made heavy pecuniary advances to Queyrouze; how the latter displayed so much supineness and weakness in the assertion of his rights (allowing other parties to get ahead of him in obtaining cotton from the Confederate agent in derogation of his rights) that he determined to take the settlement of the claim into his own hands. To make a long story short, and referring the honorable Commission to the legal evidence in the case, not to the garbled copies of other copies of certain misprinted documents of suspicious origin, the originals of which have not been produced here, the settlement of the claim of Leon Queyrouze against the Confederate Government was made by the delivery to him of a large quantity of cotton on the plantation of Dr. John T. Simmons, in the parish of Caldwell, Louisiana, by Major Buckner, the authorized agent of that Government. Whatever may have been the exact amount of cotton delivered by Major Buckner to Queyrouze on the Simmons plantation (and if this question is to be determined by legal evidence, and not by the contents of documents which are so full of errors of dates and names that it is impossible to estimate their real value, there can be but little, if any, doubt on the subject), one thing is certain, because it is established by the concurrent testimony of a number of intelligent and impartial witnesses, having no connection or community of interests with one another, and that is that the number of bales of cotton sold by Leon Queyrouze on the Simmons plantation to Jules Le More, the duly-appointed and accredited agent of G. A. Le More & Co., delivered into the possession of said Jules Le More, and seized by the Federal authorities while he (Le More) had the possession, custody, and control of the cotton and was making arrangements to ship it to New Orleans, was 830 bales.

That is the only question that concerns the claimants and interests this Commission. The acts and declarations of an agent are binding upon a principal only so far as they are done and made within the scope of the agent's authority from his principal. All that G. A. Le More & Co. authorized Jules Le More to do was to purchase cotton for them in Mexico, Texas, or North Louisiana at a price not to exceed certain figures, and Jules Le More did buy for them, in North Louisiana, 830 bales from Leon Queyrouze on the Simmons plantation. When the purchase was made Queyrouze had com-

plete legal and actual possession of this cotton. By its sale to Jules Le More, as the agent of G. A. Le More & Co., it became the absolute property of that firm. The cotton was seized by the Federal authorities and sold, the net proceeds thereof (the precise sum of $309,160.46) were deposited in the United States Treasury, and have been there ever since.

With extraordinary energy the agents of the United States Government have, since 1864, resisted the efforts of G. A. Le More & Co. to obtain the restitution to them of this sum of money which, in law and in equity, belongs to them as fully as any property of the honorable counsel for the United States, acquired by his labor and talents, belongs to him.

The cause of this ardor in a hardly commendable effort to withhold from the claimants property which belongs to them and which represents years of labor, activity and economy in an honorable business career is not far to seek.

It is simply the identity of surname of the claimants with that of the two prisoners of Forts Jackson and Pickens, their brothers Alfred and Jules Le More, who, in 18[illegible] incurred the hostility of General Butler, whose conduct towards them brought reproach upon the Government of his country.

Without one particle of evidence to support the charge, and in defiance of the most positive evidence to the contrary, the agents of the United States Government have persisted in asserting that G. A. Le More & Co. were concerned in the cloth transaction of their brothers Alfred and Jules (members of the firm of E. Gantherin & Co.) with the Confederate Government.

Bold assertion is so easy and costs so little. A single seed of suspicion, planted in a grateful soil, will quickly develop a mountain of obstruction to the light of truth. But if sacred rights are to be sacrificed to passion and prejudice, and legal evidence made to yield to mere suspicions produced by reckless and cunning insinuations, courts and commissions are but traps to the unwary, and "international law, justice and equity" are but words of mockery.

As was said at the outset, the facts of this case are simple.

G. A. Le More & Co., through their agent, Jules Le More, bought in the spring of 1864 from Léon Queyrouze 830 bales of cotton, situated on the plantation of John T. Simmons, in North Louisiana.

On April 8, 1864, while Jules Le More had the full possession, control and custody of this cotton, it was seized by the Federal authorities.

On the 22d of June, 1864, the cotton was sold by the United States authorities, and produced $350,726.46. The sum of $41,566 was deducted from the gross proceeds of the sale for "costs and expenses" (a grossly exaggerated charge), and the difference —the net proceeds, $309,160.46—deposited in the Treasury.

It needed not the numerous decisions of the United States Supreme Court to that effect to establish the principle that the United States, by the seizure and sale of this cotton, constituted themselves the trustees of the owners thereof, and are in law, equity, and justice, now that the legal machinery for that purpose has been provided by the creation of this tribunal, bound to pay over to them, with interest from June 22, 1864, the sum of $309,160.46, the net proceeds of the cotton, the use of which, together with the interest thereon, the United States Government has enjoyed for almost twenty years.

Respectfully submitted.

CHAS. A. DE CHAMBRUN,
Counsel for the French Republic.

MOTION FOR TIME TO FILE UNITED STATES BRIEF.

Filed Nov. 16, 1883.

LE MORE
v.
THE UNITED STATES. } No. 211.

Now comes the counsel on behalf of the United States, and moves this Honorable Commission that further time be granted the Counsel for the United States to file the brief on behalf of the defendant Government in the above-entitled case.

GEO. S. BOUTWELL,
Agent and Counsel.

W. H. EDWARDS, *Assistant.*

NOTICE RELATIVE TO UNITED STATES BRIEF.

Filed Nov. 16, 1883.

MORE
v.
ED STATES. } No. 211.

IEN: Under the order of the Commission of the 16th of October last the A. Le More & Co. v. The United States, No. 211, is set for argument by ie part of the United States the 15th day of the present month.
ot be prepared to submit a brief at that time, inasmuch as the case has ed by me to the Secretary of State of the United States, and upon the it it should be withdrawn from the docket of the Commission, for the rea- falls within the rule established by diplomatic action in the case of Isaac The Republic of France, No. 1.
ceived information unofficially that the case of Le More referred to has ubject of correspondence, either oral or written, between the Secretary of he United States, and the representative of the French Government at n.
respectfully,

GEO. S. BOUTWELL,
Agent and Counsel, &c.

onorable the COMMISSIONERS OF THE
FRENCH AND AMERICAN CLAIMS COMMISSION.

EXTENSION OF TIME TO FILE BRIEFS.

Filed November 23, 1883.

MORE
v.
ED STATES. } No. 211.

WASHINGTON, *November* 23, 1883.

otion in the case of Le More against the United States, No. 211, the time ted States Counsel for filing briefs is extended to the 12th December, and r claimants to reply to the 20th December.

ARINOS,
A. LEFAIVRE,
A. O. ALDIS.

ORDER RELATIVE TO BRIEFS.

Filed December 15, 1883.

E & Co.
v.
ED STATES. } No. 211.

ase the time for the United States Counsel to file his brief is extended to 7, the 19th of December.
en filed the case will be considered as submitted on the part of the United

y the 19th December then the claimant is to have ten days—that is, till the ber—to file his closing brief.
brief not then filed, the case is to be regarded as submitted by the claimant.

ARINOS,
A. LEFAIVRE,
A. O. ALDIS.

ORDER RELATIVE TO FILING BRIEFS.

Filed December 19, 1883.

LE MORE
v.
THE UNITED STATES. } No. 211.

WASHINGTON, *December* 19, 1883

In the matter of the communication of Mr. Boutwell giving his reasons for not h ing furnished a brief in the case of Le More *v.* The United States, No. 211, upon t day, according to our former order—

It is ordered, That the counsel of the United States have till the 28th day of Dec ber to file his brief in that case, and the counsel for claimant may have ten days th after for filing his closing brief.

ARINOS.
A. O. ALDI

I don't see in the communication made to us by the counsel of the United St (which I consider in itself as irregular) good and sufficient reasons for neglectin obey the formal and reiterated orders of the Commission. I object to any new ex sion of time to be accorded to the counsel of the United States as sanctioning the lation of our rules and contrary to the convention of 1880.

A. LEFAIVR

NOTICE OF ORAL ARGUMENT BY FRENCH COUNSEL.

Filed December 29, 1883.

LE MORE
v.
THE UNITED STATES. } No. 211.

FENTENHEIM
v.
THE UNITED STATES. } No. 534.

Please enter notice of oral argument on behalf of claimant Government in abo entitled cases.

CHAS. A. DE CHAMBRUN,
Counsel for the French Republi
ALEX. PORTER MORSE,
Assistant Couns

Messrs. PEDDRICK and BŒUFVÉ,
Secretaries.

MOTION FOR EXTENSION OF TIME TO FILE BRIEF.

Filed January 5, 1884.

G. A. LE MORE & CO.
v.
THE UNITED STATES. } No. 211.

WASHINGTON, *January* 5, 188

Now comes the counsel for the United States, and moves this honorable Commis that the time for filing a brief on the part of the defendant Government be exten until the negotiations pending between the two Governments relative to the w drawal of the said case shall have been concluded.

GEO. S. BOUTWELL,
Counsel for the United Stat

STATEMENT AS TO SUBMISSION.

Filed January 7, 1884.

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

I am directed by the French Government to state that it has decided that the case of G. A. Le More & Co., No. 211, was submitted to the Commission for final action, and that it is opposed to any further diplomatic discussion. This decision was reached at a date subsequent to the answer made by the French Minister of Foreign Affairs to Mr. Morton, United States minister at Paris, and it was communicated to the representative of the French Government at Washington on the 29th of December, 1883.

SATURDAY, *January* 5, 1884.

The counsel for the United States, Mr. George S. Boutwell, presented the following motion:

G. A. LE MORE & CO. v. THE UNITED STATES. } No. 211.

Now comes the counsel for the United States and moves this honorable Commission that the time for filing a brief on the part of the defendant Government be extended until the negotiations pending between the two Governments relative to the withdrawal of the said case shall have been concluded.

GEO. S. BOUTWELL,
Counsel for the United States.

Judge ALDIS. Mr. Boutwell, have you anything to say as to the progress of the negotiations between the two Governments in regard to this case?

Mr. BOUTWELL. I have some information as to the negotiations, and I do not know that there is any objection to reading the letter which contains it. I have here a copy of a letter addressed by the Secretary of State to Mr. Denaud, the chargé d'Affaires of the French Republic.

Mr. LEFAIVRE. What date is that letter?

Mr. BOUTWELL. December 27, 1883. To this letter there is no reply, as I understand. I called at the State Department this morning, and I was informed that there was nothing in reply. The letter contains an argument in support of the view we took of this case, and I suppose I may as well read it:

DEPARTMENT OF STATE,
Washington, December 27, 1883.

Hon. GEORGE S. BOUTWELL,
Agent and Counsel on the part of the United States,
before the French and American Claims Commission:

SIR: I am in receipt of your letter of the 21st instant, in which you state that on the 15th instant an order was adopted requiring you to file a brief in the case of G. A. Le More & Co. *v.* The United States, No. 211, on or before the 19th of December, and that on the latter date you were given until the 28th of the same month to file the brief, and you close by stating that unless you receive further and different instructions you will assume that the direction given in my letter of the 22d November is to be observed.

That letter instructed you as to the Le More claim that pursuant to the agreement between the two Governments in accordance with which the Taylor case was withdrawn, it is not within the province of the Commission now to consider this claim, as diplomatic negotiations between the two Governments are still pending, and that if it be found necessary you were to inform the Commission of this fact, and decline to proceed in the case until further instructed.

Those instructions are now repeated.

* * * * * * *

I am, sir, your obedient servant,

FRED'K T. FRELINGHUYSEN.

DEPARTMENT OF STATE,
Washington, December 27, 1883.

SIR: I have the honor again to refer to the claim pending before the French and American Claims Commission, in regard to which correspondence has taken place between Mr. Outrey, Mr. Roustan, and this Department, and which I hold to fall within the principle agreed to by the two Governments in the case of Isaac Taylor against the Republic of France, pursuant to which the case of Taylor and others were withdrawn from the Commission by this Government, and various cases against the United States were afterwards withdrawn by the agent of France.

The case of G. A. Le More and Company *v.* The United States, No. 211 in the docket of the Commission, is founded upon the following facts:

The claimants allege that they owned a large number of bales of cotton, situated in Louisiana, which were seized by the fleet under Admiral Porter and taken to Cairo. Thereafter judicial proceedings were begun in the district court of the United States, and the case was carried on appeal to its ultimate resort in the Supreme Court of the United States, the decision in each instance being adverse to the interests of the Messrs. Le More.

While the proceeding was in the nature of an action *in rem*, it is a well-known fact, and appears in the records of this Department and of the court, that the claimants were represented by counsel at every stage. While the case was still pending the representatives of the French Government in Washington and the Messrs. Le More directly endeavored to obtain a consideration of their claim by this Department. This request was uniformly declined, and it was held that the claimants should first exhaust their legal remedies before appealing to diplomatic action. After the case had been decided in the Supreme Court a motion for a rehearing was made by the claimants' counsel on the ground of an alleged error in the record prejudicial to the claimants' rights, which motion was refused; and a subsequent request having been made to this Department to reconsider the case diplomatically on the ground of a failure of justice to the parties, an adverse decision was rendered, as nothing was found in the proceedings authorizing a recourse to the Executive branch of the Government.

This claim, therefore, does not differ in principle from that of Taylor, and, in fact, it appears even more clearly to have been finally disposed of judicially by competent authority.

The claim of Mr. Taylor was founded upon the seizure by a French cruiser of petroleum owned by him laden upon a German vessel called the "Magdalena," and Mr. Outrey, in his note of November 18, 1881, says:

"This case having been decided in France by the prize court, and afterwards on appeal by the Council of State, the agent of the French Government before the Commission has invoked the stipulations of Article II of the convention of January 15, 1880, requesting the agent of the United States Government to withdraw it before action in the case is taken by the Commission."

And further:

"In investing the Commission with absolute powers, and in according to its decisions a character of finality from which there is no appeal, the two Governments intended that those powers should be exercised only within the rigorous limits fixed by them, and they have never dreamed of authorizing the commissioners to enlarge their sphere of action by leaving the interpretation of the clauses of the treaty to them."

And again:

"Now, during the negotiation of the convention of 1880 it was well understood that neither of the contracting parties would consent to any revision of the decisions pronounced within its territory by competent authorities, in any form whatever. In order to meet such a case, Article II formally and explicitely provides that the Commission shall not decide any claim that either Government has already caused to be settled either diplomatically, *judicially, or otherwise*, by *competent authorities*. According to our view, the case of the Magdalena has been judicially settled, since it has been passed upon by two bodies invested with judicial powers. I am aware that different doctrines have been laid down with regard to the weight to be attached to the decisions of prize courts; it does not seem to me, however, that this is a proper time for the discussion of those doctrines, for even admitting for the moment that the case of the Magdalena is not to be considered as having been judicially decided, it cannot be denied that it comes under the head of those which have been otherwise decided by competent authorities."

On the 17th December, 1881, Mr. Blaine wrote to Mr. Outrey, stating:

"That after such consideration as I have been able to give to the question, I have reached the conclusion that that claim, because of the antecedent proceedings by the competent authorities of France, of which it has been the subject, is not properly within the cognizance of the Mixed Commission established under the provisions of the convention of the 15th January, 1880, between the two Republics." And he further stated that the agent and counsel on the part of the United States would be

d to withdraw the claim of Taylor, and that in taking this view of the ques-
(Mr. Blaine) was "influenced in no small measure by the earnest desire
is Government to give full effect to the spirit no less than to the letter
article of the convention, and by thus withholding from the cognizance
ternational tribunal any claim which may have already been made the sub-
quiry and determination by the competent authorities of France avoid any
for making the competency of such proceedings the subject of question or
That the French Government, animated by a like disposition, will pursue a
ourse with regard to any claims presented for the consideration of the Com-
n behalf of the citizens of France against the United States, which shall be
have already been inquired into and decided either diplomatically, judici-
therwise, by the competent authorities of the United States, I do not allow
doubt."

21st December, 1881, Mr. Outrey wrote me as follows: "I need not add that
rt we shall strictly observe the case arising, the legal interpretation given,
l consent, to Article II of the convention of January 15, 1880."

nt to the agreement thus arrived at, several cases have been withdrawn. But
case of Le More & Co. was some time since brought to the attention of Mr.
and while I understood that our views harmonized, and while several con-
s have taken place with regard to it, it appears to be still pending before the
ion, and I am now informed that that body purposes to force it to trial, not-
ding the negotiations which have taken place and the further negotiations
e now pending. The case is clearly one which has been disposed of by a com-
ibunal. It has been decided in regular gradation by the inferiour courts of
d States, and by its highest court of final resort. This is not denied; and
has been contended in conversation that the Supreme Court had not juris-
f the case, a conclusive answer to this assertion is found in the fact that the
t was made before the Court, and the Court in terms, and expressly, decided
d jurisdiction over the case. This decision cannot but be regarded as final,
o quote Mr. Outrey's words, "during the negotiation of the Convention of
as well understood that neither of the contracting parties would consent to
ion of decisions pronounced within its territory by competent authorities in
whatever," and as the case of Le More has been judicially settled, since it
passed upon by three bodies invested with judicial powers, I have to request
agent on behalf of the Republic of France, before the French and American
ion, be instructed to withdraw this claim from the consideration of that body.
sed to accept, sir, the renewed assurances of my highest consideration.

FRED'K T. FRELINGHUYSEN.

RACE DENAUT.

FAIVRE. Permit me to address to you one question. You read to us a letter
g from the American Government, addressed to the French chargé d'affaires,
nicated to the French Government. Are you positive that no answer was
the French Government upon that subject—an answer which would close
ssion? Suppose that answer was made. I do not assert anything upon that
but suppose that an answer has been made; have we to wait till that an-
ld be communicated to us by yourself to make a definitive order upon that
Suppose an answer has been made, then the negotiations would doubtless
. Are you positive now that negotiations are pending, or are you informed
e negotiations are closed? What is now, to your knowledge, the state of the
ons? Are you positive that no definitive answer was given by the French
ent?

UTWELL. I cannot say that I am positive. I can say this, that that is the last
formation I have concerning the negotiations. I can say also that I saw the
Secretary of State this morning, and he said that nothing had been re-

FAIVRE. It is a very bad situation for us to await those answers, to await
omatic correspondence before making a definitive order.

UTWELL. I do not see that this Commission is embarrassed at all. I beg leave
with the honorable commissioner of France as to any embarrassment in this
ion. There may be some embarrassment outside. I understand that very
understand its origin, and I understand the steps by which it is developed.
mission has already before it a large amount of business which has been
d, and submitted without qualification of any sort. There is other business
ling. Now, here is a question pending between the two Governments.

FAIVRE. That is a question.

UTWELL. Which involves the entire proceedings of this Convention. I say
es the entire proceedings of this Convention, and, therefore, instead of this
ion being embarrassed for want of an opportunity to labor, it has sufficient
ity to labor with the business before it. If it grasps this matter prematurely,
d disastrously for all parties.

If I am allowed to give any advice or to express any opinion it is clearly to this effect that the Commission should delay taking action. If, on the 20th day of March, this case is not disposed of, there will then be ten days for action. There is abundance of work from now until the 20th of March independent of this single case, and, therefore, I am very free to say that it is not a wise thing for the Commission to take up a matter which is not pressing on them. There is no pressure except what is made by my friends at the table of the counsel representing the claimants. Nobody else is pressing. The Commission has work enough without this case. Why is there such an earnest effort to grasp this particular case? I will say that I will obey that authority which is supreme as far as I am concerned, an authority which I cannot control even if I wished, and which I certainly would not control if I could. Why is there such an effort to press this case and imperil all the business which this Commission has been constituted to accomplish?

Mr. LEFAIVRE. The question is, is the negotiation between the two Governments ended?

Mr. BOUTWELL. I will say this, that if the negotiations were ended this case would be worse off than it is.

Mr. JANIN. That sounds like a threat, Mr. Boutwell.

Mr. BOUTWELL. Call it what you please.

Mr. DE CHAMBRUN. I will not allow any one to say a word right here. This is a question between me and the counsel for the United States. What did you say, Mr. Boutwell, before you were interrupted by Mr. Janin?

Mr. BOUTWELL. I said that if the negotiations were ended the case would be worse than it is now.

The Commission then took the motion under advisement.

No. 84.

Mr. John Davis to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 11, 1882.

SIR: Referring to my letter of the 25th ultimo, transmitting a list of cases of French claimants on file before this Commission, which it is believed fall within the privileges stated by Mr. Outrey, I now have the honor to add to that list the claim of Jules Perrodin (No. 90) for 31 bales of cotton and 8 hogsheads of sugar, said to have been taken by United States authorities from claimant in Saint Landry Parish, Louisiana, in 1864.

It appears that these claims were submitted to the United States Court of Claims in suit No. 3546, and were not allowed in the judgment rendered in said suit.

I have, &c.,

JOHN DAVIS,
Assistant Counsel.

FRENCH AND AMERICAN CLAIMS COMMISSION.

Filed January 27, 1881.—*W. F. P., Secretary.*

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

THEO. H. N. MCPHERSON, *Attorney.*

MEMORIAL.

To the honorable Commissioners:

1. Jules Perrodin represents that he is a resident of the parish of Saint Landry, in the State of Louisiana; that his post-office address is Opelousas, in the parish and State aforesaid.

2. That he was born on the 25th day of March, A. D. 1820, in the town of Tarcia,

Department of the Jura, France, and that he has resided, between the 13th of April, 1861, and the 20th of August, 1866, in the town of Opelousas, parish of Saint Landry, and State of Louisiana.

3. That he was a native citizen of France when this claim accrued, and has never been naturalized, or taken any steps to be naturalized, in any other country; that he never renounced, surrendered, forfeited, or impaired his allegiance, nor ever sought to impair his allegiance to the Government of France.

4. That this claim has never been presented for consideration to nor disposed of by any tribunal or any diplomatic, judicial, or other authority of either the United States or France, except that the said claim was referred to in the petition filed by the memorialist in the United States Court of Claims August 19, 1868, for cotton, but as no evidence was taken to substantiate said claim for sugar it was not submitted for adjudication in said court.

5. The memorialist states that in the month of March, 1864, that he was the owner and in full possession of the following-described property, when the fourth division of the Thirteenth Army Corps, under command of Major-General Banks, invaded that portion of the country where the memorialist resided, and during the month aforesaid seized, took possession of, and carried off the said property from the plantation of Offutt Brothers, near Washington, in the parish and State aforesaid, and appropriated and converted the same to the use and benefit of the United States.

Item to wit: (1) Eight hogsheads of sugar, averaging 1,200 pounds per hogshead, worth 22 cents per pound, or the sum of $2,112.

6. The memorialist avers, in consideration of the premises, that there is due him from the United States for the said property the principal sum of $2,112 in standard money of the United States, with legal interest from April 1, 1864.

7. The memorialist was not in the service of the enemies of the United States except when he was conscripted by the Confederate enrolling-officer for the parish of Saint Landry, Louisiana, and enrolled in the Twenty-eighth Regiment Louisiana Volunteers, C. S. A., upon which enrollment he took out a writ of habeas corpus before the court of the eighth judicial district of Louisiana, alleging that he was a French subject, and therefore not liable to the operation of the conscript law of the Confederate States; and on hearing, the court ordered, adjudged, and decreed that the memorialist be released and discharged as a conscript in the said Confederate army, on the 27th day of January, A. D. 1864; whereupon he was discharged the service of the Confederate States in pursuance of the said judgment of said district court, June 18, 1864, by command of General E. Kirby Smith, of the Confederate army.

8. The memorialist states that he did not voluntarily give aid or comfort to the said enemies of the United States between the 13th of April, 1861, and the 20th of August, 1866.

9. That no assignment of the claim set forth in this memorial, or any part thereof, or any interest therein, has been made.

10. That for the purposes of prosecuting and recovering this claim the memorialist has appointed and hereby does appoint Theodore H. N. McPherson, of Washington, D. C., to be his attorney in fact and of record, with full power to those ends of prosecution and substitution and recovery; also to receive any draft or warrant that shall be issued to him for said claim, and in consideration of services rendered and to be rendered, this power and appointment are declared irrevocable.

JULES PERRODIN.

PARISH OF SAINT LANDRY,
State of Louisiana:

Personally appeared before me, the undersigned, a clerk of the court in and for the parish and State aforesaid, Jules Perrodin, who is personally known to me to be the party who subscribed to the foregoing memorial and power of attorney, and being duly sworn, deposes and says that he is the party therein named; that he has read said memorial, and knows the facts therein stated to be true of his own knowledge, except those which are stated on information and belief, and that he believes them to be true; and he acknowledges this the above power of attorney to be his act and deed for the purpose therein named.

Sworn to and subscribed before me this 17th day of January, 1881.

[SEAL.] JAMES O. CHACHERÉ,
Clerk Thirteenth Judicial District Court, Saint Landry, La.

OBJECTIONS TO THE MEMORIAL.

Filed February 21, 1881.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

And now the counsel for the United States objects to the sufficiency of the memorial filed herein, in that the memorialist does not state whether the claimant or any other person entitled to the amount claimed, or any part thereof, has ever received any, and, if any, what sum of money for the claim, or any part thereof, and if so, when and from whom the same was received—

As is by the rules of this honorable Commission required.

GEO. S. BOUTWELL,
Counsel for the United States.

Dated Washington, February 21, 1881.
(Objections withdrawn.)

NOTICE TO TAKE TESTIMONY.

Filed February 23, 1881.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

To WASHINGTON F. PEDDRICK, Esq.,
Secretary:

SIR: Please inform the United States agent that on the 24th day of March, 1880, at 12 o'clock m., before Judge John E. King, special commissioner of this honorable Commission, at his office in Opelousas, Saint Landry Parish, Louisiana, we will proceed to take testimony in the above-entitled case on questions of alienage, neutrality, and ownership and seizure of property of the claimant, and continue the examination of witnesses in this case from day to day until the testimony is complete.

A. LANEN,
Agent of French Republic.

Notice accepted.

GEO. S. BOUTWELL,
Counsel for the United States.

AMENDED MEMORIAL.

Filed March 24, 1881.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

To the honorable Commissioners:

1. Jules Perrodin represents that he is a resident of the parish of Saint Landry, in the State of Louisiana. That his post-office address is Opelousas, in the parish and State aforesaid.

2. That he was born on the 27th day of March, 1820, in the town of Tarcia, Department of the Jura, France, and that he has resided between the 13th of April, 1861, and the 20th of August, 1866, in the town of Opelousas, parish of Saint Landry, and State of Louisiana.

3. That he was a native citizen of France when this claim accrued, and has never been naturalized, or taken any steps to be naturalized, in any other country. That he never renounced, surrendered, or impaired his allegiance to the Government of France.

4. That this claim has never been presented for consideration to nor disposed of by any ribunal, or any diplomatic, judicial, or other authority of either the United States or France, except that part of it was included in the petition No. 3546, filed by the memorialist in the United States Court of Claims August 19, 1868. But as no evidence was submitted to the said court to establish this claim for sugar and cotton, the said Court of Claims did not include the same in the judgment given in favor of the memorialist against the United States for 336 bales of cotton.

5. The memorialist states that in the month of May, 1863, he was the owner and in possession of the following-described property when Thomas E. Chickering, military governor of the parish of Saint Landry and colonel Forty-first Regiment Massachusetts Volunteer Infantry, of the army of General Banks, invaded that portion of the country where the memorialist resided, and during the month of May aforesaid seized, took possession of, and carried off from the plantation of Hypolite A. Guidry, at Plaquemine Brulie, and the plantation of Widow Baptiste Malneaux, in the parish and State aforesaid, and appropriated and converted the same to the use and benefit of the United States, to wit: (1) Seven bales of cotton (3,150 pounds), worth $1 per pound, or the sum of $3,150; (2) one bale of cotton (450 pounds), worth $1 per pound, or the sum of $450.

6. The memorialist further states that in the months of October and November, 1863, he was the owner and in possession of the following-described property, when the Thirteenth and Nineteenth Army Corps, under the command of Generals Grover and McGinness, army of Major-General Banks, invaded that portion of the country where the memorialist resided, and during the months of October and November aforesaid seized, took possession of, and carried off from the plantation of Thelismar Guidry, situate on Carrancrow Bayou, in the parish and State aforesaid, and appropriated and converted the same to the use and benefit of the United States, to wit: (3) Twenty-three bales of cotton (10,350 pounds), worth $1 per pound, or the sum of $10,350.

7. The memorialist states that in the month of March, 1864, he was the owner and in full possession of the following-described property, when the fourth division of the Thirteenth Army Corps, under command of Major-General Banks, invaded that portion of the country where the memorialist resided, and during the month of March aforesaid seized, took possession of, and carried off from the plantation of Offutt Brothers, near Washington, in the parish and State aforesaid, and appropriated and converted the same to the use and benefit of the United States, to wit: (4) Eight hogsheads of sugar, averaging 1,200 pounds per hogshead, worth 22 cents per pound, or the sum of $2,112.

8. The memorialist avers in consideration of the premises that there is due him from the United States for the said property the principal sum of $16,062 in standard money of the United States, with legal interest from May 1, 1863, on the sum of $3,600; with legal interest from October 1, 1863, on the sum of $10,350; and with legal interest from April 1, 1864, on the sum of $2,112.

9. The memorialist was not in the service of the enemies of the United States, except when he was conscripted by the Confederate enrolling officer for the parish of Saint Landry, Louisiana, and enrolled in the Twenty-eighth Regiment Louisiana Volunteers, C. S. A., upon which enrollment he took out a writ of habeas corpus before the court of the eighth judicial district of Louisiana, alleging that he was a French subject and therefore not liable to the operation of the conscript law of the Confederate States; and after hearing, the court ordered, adjudged, and decreed that the memorialist be released and discharged as a conscript in the said Confederate army on the 27th day of January, A. D. 1864, whereupon he was discharged the service of the Confederate States in pursuance of the said judgment of said district court, June 18, 1864, by command of General E. Kirby Smith, of the Confederate army.

10. The memorialist states that he did not voluntarily give aid or comfort to the said enemies of the United States between the 13th of April, 1861, and the 20th of August, 1866.

11. That no assignment of the claim set forth in this memorial, or any part thereof or any interest therein, has been made.

12. That neither the memorialist nor any other person has received the amount claimed, or any part thereof.

13. That for the purpose of recovering and prosecuting this claim the memorialist has appointed, and hereby does appoint, Theodore H. N. McPherson, of Washington, D. C., to be his attorney in fact and of record, with full power to those ends of prosecution and substitution and recovery, also to receive any draft or warrant that shall be issued to him for said claim, and in consideration of services rendered and to be rendered this power and appointment are declared irrevocable.

JULES PERRODIN.

PARISH OF SAINT LANDRY,
State of Louisiana:

Personally appeared before me, the undersigned, a clerk of the court in and for the parish and State aforesaid, Jules Perrodin, who is personally known to me to be the party who subscribed to the foregoing memorial and power of attorney, and being duly sworn, deposes and says that he is the party therein named; that he has read said memorial and knows the facts therein stated to be true of his own knowledge, except those which are stated on information and belief, and that he believes them to be true; and he acknowledges this the above power of attorney to be his act and deed for the purpose therein named.

JULES PERRODIN.

Sworn to and subscribed before me this 15th day of March, 1881.
[SEAL.] JAMES O. CHACHERE,
Clerk Thirteenth Judicial District Court, Saint Landry, Louisiana.

Objections heretofore filed withdrawn.

GEO. S. BOUTWELL,
Counsel for the United States.

MARCH 28, 1881.

DEPOSITIONS.

Filed May 16, 1881.—*W. F. P. & L. L., Secs.*

WASHINGTON, *April* 30, 1881.

LEMONT DUPRE, Esq.,
Opelousas, La.:

SIR: I am informed by Mr. McPherson, counsel for the claimant, in the case of Jules Perrodin, No. 90, that depositions were taken before you in that case without the ordinary commission authorizing you to act.

You will please forward the depositions so taken to this office, the understanding being that, by stipulation, they are to be used in this instance as though taken under commission.

Yours, respectfully,

GEO. S. BOUTWELL,
Counsel, &c.

United States of America, State of Louisiana, parish of Saint Landry.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

Be it known that I, Laurent Dupre, a notary public, duly qualified and commissioned in and for said parish and State, by special agreement between Ferreal F. Perrodin, esq., counsel for claimant in above-entitled cause, and Lucius F. Suthon, esq., counsel representing the United States Government, proceeded, on the 14th, 15th, and 16th days of April, A. D. 1881, at my office in Opelousas, La., to take the testimony of witnesses for claimant in the above-entitled cause. The said Lucius F. Suthon, esq., appearing as counsel for the United States, and said Ferreal F. Perrodin appearing as counsel for the claimant.

On said 14th day of April, A. D. 1881, I proceeded to examine the following witnesses, viz: Paul Hebert, Louis Malveaux, Alexis Guidry, Antoinette Thiebeaut, widow of W. A. Gibson, deceased, and Onezime L. Guidry. On said 15th day of April, A. D. 1881, I proceeded to examine the following-named witnesses, to wit: Henry L. Garland and Mrs. Constance Guidry, widow, and on said 16th day of April, A. D. 1881, I proceeded to examine the witnesses Valentine D. Breaux, Jules Perrodin, the claimant, and Joseph Block, all of said witnesses being called by claimant, as aforesaid.

I further certify that before proceeding to their examination, as aforesaid, each of above-named witnesses was duly sworn; that in the examination of each of said witnesses the answers were taken down in his or her presence; that the same was read over to and subscribed by each witness respectively.

In faith whereof, I have hereunto signed my name and affixed my official seal at Opelousas, La., this 16th day of April, A. D. 1881.

[SEAL.] LAURENT DUPRE,
Notary Public and Special Commissioner.

on of PAUL HEBERT for claimant, taken at Opelousas, La., on the 14th of April, 1881, in the case of Jules Perrodin *vs.* the United States, No. 90.

general interrogatory by the commissioner: Please state your name, your occu our age, your place of residence the past year; whether you have any interest, indirect, in the claim which is the subject of inquiry, and whether and in what ou are related to the claimant.—A. My name is Paul Hebert; my occupation f a planter; I am forty-eight years of age; I live in the parish of Saint Landry always lived there. I have no interest, direct or indirect, in the claim which is ct of inquiry, and am in no way related to the claimant.

interrogated by FERREAL F. PERRODIN, counsel for claimant, the witness says: beginning of the year 1862 I sold to claimant four bales of cotton, and delivered on at Hypolite A. Guidey's gin.

xamined by LUCIUS F. SUTHON, Esq., counsel representing United States Gov- says:

said cotton to claimant for 10 cents per pound. I was paid partly in goods and money for said cotton.

oney paid me was Confederate money. I am positive that every bale weighed hundred pounds. This cotton was raised by me.

general interrogatory by the commissioner: Do you know of any other matter o the claim in question?—A. I do not.

his
PAUL + HEBERT.
mark.

NT DUPRE,
tary Public and Special Commissioner.

on of LOUIS MALVEAU, for claimant, taken at Opelousas, La., on the 14th day ril, A. D. 1881, in the case of Jules Perrodin *vs.* The United States, No. 90.

general interrogatory by the commissioner: Please state your name, your occu- our age, your place of residence the past year; whether you have any interest, indirect, in the claim which is the subject of inquiry, and whether and in what ou are related to claimant.—A. My name is Louis Malveaux; my occupation a planter; I am about sixty years of age; I have always lived in Saint Landry ouisiana; I have no interest, direct or indirect, in the claim which is the sub- quiry; I am not related in any degree to claimant.

interrogated by FERREAL F. PERRODIN, counsel for claimant, witness says:

one bale of cotton to claimant. I do not recollect exactly at what time, but it time during the last war. The cotton was sold before the Federal troops came rish—by me to claimant. I do not recollect precisely the weight of said bale , but am certain it was over four hundred pounds.

tton was ginned and baled at the gin of Mr. Gradenizo; said bale of cotton was the Federal troops in my presence. They neither gave a receipt or paid for on.

xamined by LUCIUS F. SUTHON, Esq., counsel representing the United States ent, witness says:

free man of color before the war. I don't recollect the price paid for said cotton, o long ago; but I know I was paid for it. I can not remember whether I was said cotton before or after the taking of the same.

ale of cotton was at my mother's residence, Theolliste Esprit.

there said cotton was taken, together with other cotton.

o other cotton there, save the bale sold to claimant.

t recollect whether said bale was marked.

were a great many soldiers present when said cotton was taken, and, being t frightened, I could not say whether there officers present or not.

recollect whether or not. I notified claimant his cotton had been taken by the . This cotton was grown by me.

LOUIS MALVEAUX.

NT DUPRE,
tary Public, Special Commissioner.

Deposition of ALEXIS GUIDRY, taken for claimant in the case of Jules Perrodin vs. The United States, at Opelousas, La., on the 14th April, 1881.

First general interrogatory by the commissioner: Please state your name, your occupation, your age, your place of residence, whether you have any interest, direct or indirect in the claim which is the subject of inquiry, and in what degree are you related to claimant?—A. My name is Alexis Guidry. I am a planter by occupation. I am twenty-eight years of age or thereabout. I have no interest, direct or indirect, in the claim which is the subject of inquiry. I am in no way related to the claimant.

Being interrogated by FERREAL F. PERRODIN, Esq., counsel for claimant, witness says:

During the late civil war I was residing on the plantation of Hypolite A. Guidry, in the parish of Saint Landry, Louisiana.

I know that claimant, Jules Perrodin, had some cotton on said place. Paul Hebert had some cotton on said place. Said Hebert had four bales there.

These four bales of cotton was taken by the Federal troops. I was present when it was taken. Paul Hebert himself told me he had sold this cotton to Jules Perrodin.

(Objected to by Lucius F. Suthon, esq., counsel for the United States Government, as hearsay.)

It was after the Federal troops had taken this cotton that Hebert told me so.

I am positive when I say that the Federal troops took the four bales of cotton that had been left at said gin by Paul Hebert.

This happened on the same day that Onezime L. Guidry was present, and his horse was taken away from him. The Federals also used some horses and wagons to take away said cotton from the plantation of said Hyp. Guidry.

I correct myself by saying oxen instead of horses.

The Federal troops took all the cotton from said place which was there. I believe there were thirty or more bales, but not less than thirty.

Cross-examined by LUCIUS F. SUTTON, Esq., counsel for the Government, witness says:

Can't say the average weight of said cotton per bale. I know there was one officer among the Federal troops who took said cotton. Can't say—that is, I know there was no receipt given for said cotton, or money paid therefor. The cotton was marked generally with the owner's initials. I was then about thirteen years of age. Said Hyp. A. Guidry's plantation is about eleven or twelve miles from Opelousas.

his
ALEXIS x GUIDRY.
mark

LAURENT DUPRE,
Notary Public and Special Commissioner.

Deposition of ANTOINETTE THIEBAULT, widow of W. A. Gibson, taken for claimant in the case of Jules Perrodin *vs.* The United States, at Opelousas, La., on 14th April A. D. 1881.

First general interrogatory by the commissioner: Please state your name, your occupation, your age, your place of residence; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and in what degree you are related to the claimant?—A. My name is Antoinette Thiebault; I am the widow of W. A. Gibson, deceased; I am forty-one years of age; I am now living in this parish, and have lived here for nineteen years. I have no interest, direct or indirect, in the claim which is the subject of inquiry. I am not in any way related to the claimant.

Being interrogated by FERREAL F. PERRODIN, counsel for the claimant, witness says:

I lived during the war, and especially during the year 1864, upon the plantation of Offutt Brothers, near Washington, parish of Saint Landry, La. My husband, Mr. W. A. Gibson, was in charge of said plantation at that time.

Mr. Offutt, before leaving said plantation, sold some hogsheads of sugar to Mr. Jules Perrodin, who placed said sugar in the custody of my husband, and it remained locked in the sugar-house of Offutt Brothers until the advent of the Federal troops, some time in the year 1864, when said sugar-house was burst open by the Federal troops, and all the sugar in said sugar-house was taken away; what could not be taken away was destroyed.

All that could be taken or carried away was taken or carried.

I recognize to-day here present, Mr. Jules Perrodin, as the gentleman who purchased

r from Offutt Brothers, and who is the claimant in this case, and the gentleman
ed said sugar in the custody of my husband, as aforesaid.
deral troops did not pay for said sugar or give any receipts therefor.

nterrogated by LUCIUS F. SUTHON, Esq., representing the Government of the
tates, witness says:

that the said sugar was sold to Mr. Jules Perrodin, because Mr. William Offutt,
Brothers, told me he had sold said sugar to Mr. Jules Perrodin, and left it there
of my husband for Mr. Jules Perrodin.
ıgar was taken and destroyed while the Federal army was advancing. When I
t Mr. Offutt sold said sugar before leaving the place, I mean that he sold the
ore leaving here for Natchitoches, in this State. Said sugar was sold by Offutt
to Mr. Perrodin about a year, as far as I can remember, before it was taken.
r sold to Mr. Perrodin was all the sugar there was in the sugar-house.
ay whether the sugar was marked or not. I know it was put up in hogsheads.
soldiers in the act of taking away the said sugar. The soldiers carried away
as best they could. Some put it in buckets, some put it in their coats, and
ed their shirts to carry the same away.
sugar carried off except in the manner I have described. No officers were pres-
said sugar was carried away by the Federal troops or destroyed. Upon reflec-
ent to see an officer upon the adjoining place of Mr. Offutt for protection, as my
erty was being destroyed or carried away, and upon my complaint to him said
ted that the Federal soldiers were unruly and uncontrollable. Said officer was
. Neither myself nor my husband notified the Federal troops that said sugar
to Mr. Perrodin, but we asked them not to destroy it.
t time I obtained 25 cents in silver per pound for sugar. I don't know whether
er pound was the regular price for sugar at that time, but I know it was what
d for it in the neighborhood.

-examined in chief by FERREAL F. PERRODIN, counsel for claimant:

present when Colonel Offutt, of Offut Brothers, left sugar in charge of my hus-
Mr. Jules Perrodin, and was also present when Mr. Jules Perrodin came upon
ation of Offutt Brothers, to see about the sugar so purchased, which he left in
my husband.

ANTOINETTE THIEBEAUT.

NT DUPRE,
tary Public and Special Commissioner.

n of ONEZIME L. GUIDRY, taken for claimant in the case of Jules Perrodin *vs.* The United States, at Opelousas, on 14th April, 1881.

eneral interrogatory by the commissioner: Please state your name, your occu-
our age, your place of residence; whether you have any interest, direct or in-
the claim which is the subject of inquiry, and in what degree you are related
nt.—A. My name is Onezime L. Guidry. My occupation is that of a planter.
enty-two years of age. I am now living, and have always lived, in the parish
Landry. I have no interest, direct or indirect, in the claim which is the sub-
quiry. Am in no way related to the claimant.

nterrogated by FERREAL F. PERRODIN, Esq., counsel for the claimant, witness

ell acquainted with Alexis Guidry and Modeste Guidry, and know that during
etween the United States and the Confederate States said parties lived on the
n of Hyppolite A. Guidry, in this parish of Saint Landry.
present when the Federal troops came, during the war, with wagons, to the
n of Hyppolite A. Guidry's and took away from his gin-house all the cotton
there. This cotton belong[ed] to divers parties; among others, Jules Perrodin,
ant.
les Perrodin had seven bales of cotton on said Hyp. A. Guidry's place.
f this cotton claimant had bought of Paul Hebert, Valentine D. Breaux, and
om I don't remember.
ollection of the taking away of this cotton is very clear. My own horse was
ay from me and I was sent home on foot. Some of the Federal soldiers wore
lettes of officers.

xamined by LUCIUS F. SUTHON, counsel representing the United States Govern-
tness says:

that claimant, Jules Perrodin, had cotton at the gin-house of said Hyp. A.
, because Mrs. Guidry told me so, her husband being then absent.

I knew Mr. Jules Perrodin, the claimant, very well during the war, and had occasion to see him very frequently.

I was employed by claimant, said Perrodin, to haul cotton from said gin-house to said Perrodin's store in Opelousas.

To my knowledge said Jules Perrodin gave no aid or comfort to the Confederates during the war.

Said cotton was taken away by the Federal troops in the year 1863. I don't know the price of cotton at that time.

ONEZIME L. GUIDRY.

LAURENT DUPRE,
Notary Public and Special Commissioner.

Deposition of HENRY L. GARLAND, taken at Opelousas, La., on 15th April, 1881, in the case of Jules Perrodin *vs.* The United States, in behalf of claimant.

First general interrogatory by the commissioner: Please state your name, your occupation, your age, your place of residence; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and in what degree you are related to claimant?—A. My name is Henry L. Garland; my occupation is that of attorney at law; I am fifty-six years of age, and reside near the town of Opelousas, La., and have always lived there. I have no interest, direct or indirect, in the claim which is the subject of inquiry.

I am a cousin to claimant by affinity or marriage.

Being interrogated by FERREAL F. PERRODIN, Esq., counsel for claimant, witness says:

I have known claimant, Jules Perrodin, ever since he has been in this country, some thirty or forty years. He has lived continuously in the town of Opelousas, La., upwards of twenty years.

I know that Jules Perrodin did not take up arms in the conflict between the United States and the late Confederate States, nor took any part therein; but on the contrary I know that he resisted the conscription law of the late Confederate States, claiming his right as a French subject to remain neutral, and, as he stated, in obedience to the orders of his government. I represented him as his attorney in a habeas corpus case, now on file in the records of Saint Landry Parish, to prevent his conscription. I know the further fact that said Jules Perrodin was neither in the Confederate or United States Army, but that he remained neutral. I know, also, that he was never naturalized.

Cross-examined by LUCIUS F. SUTHON, Esq., counsel for the Government, witness says:

To my knowledge I can't say that Mr. Jules Perrodin gave any aid or comfort during the late civil war to the enemies of the United States.

HENRY L. GARLAND.

LAURENT DUPRE,
Notary Public and Special Commissioner.

Deposition of Mrs. CONSTANCE GUIDRY, widow of Thelismar Guidry, deceased, taken at Opelousas, La., on the 15th April, 1881, in the case of Jules Perrodin *vs.* The United States.

First general interrogatory by the commissioner: Please state your name, your occupation, your place of residence; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and in what degree you are related to the claimant.—A. My name, Constance Guidry, widow of Thelismar Guidry; I was born in the parish of Saint Landry, Louisiana, and have always lived there. I have no interest, direct or indirect, in the claim which is the subject of inquiry. I am in no way related to Jules Perrodin, claimant. I am forty-seven years of age.

Being interrogated by Mr. FERREAL F. PERRODIN, counsel for claimant, witness says:

During the late civil war I resided on my plantation on the banks of the Bayou Carecro, in this parish.

I know that during the years 1862 or 1863 my husband sold some cotton to Jules Perrodin.

This cotton sold by my husband to Perrodin, which was all the cotton he had, was in the seed, and unginned, and to the best of my recollection and estimation would make, when ginned, about forty-five bales. In the year 1863, in the month of October, the Federal troops, about 40,000 in number, camped near my plantation. On the 7th day of November of said year the battle of Bayou Bourbeux was fought.

The Federal army took possession of my house and premises, and converted the same

for the sick and wounded and disabled into a hospital, and they used Mr. Perrodin's cotton aforesaid to make mattresses for their sick and wounded, and they carried some of that cotton on other plantations around, where they also had wounded or disabled soldiers. I myself saw them loading the wagons and carrying off said cotton. I told the Federal officers, among whom was Lieutenant Pollard, whom I knew, that said cotton belonged to a French citizen living in the town of Opelousas, La., whose name was Jules Perrodin. He replied that this French citizen would be better satisfied to know that his cotton was in their hands than in those of the rebels. My husband had been paid for his cotton by Mr. Perrodin.

Mr. Perrodin was our merchant. When the Federal troops took said cotton they neither paid for the same nor gave any receipts therefor.

I am positive in stating that a portion of the cotton thus sold by my husband to Mr. Perrodin was taken by the Federal army in the way and for the purpose above stated by me.

What was done with the cotton carried away by said Federal troops I cannot say, but I suppose it was used as above stated by me, for the wounded, for the Federal officers told me so.

The number of wounded at the battle of Bayou Bourbeux was very numerous. The battle was fought about a mile and a half from my house.

I judge there was about one hundred and fifty wounded Federal soldiers on my place at said time.

Cross-examined by LUCIUS F. SUTHON, Esq., counsel for the United States Government, witness says:

I know of my own knowledge that said cotton was sold to Mr. Perrodin by my husband, as he was in the habit of consulting me whenever he transacted any business.

We transacted all our business with Mr. Jules Perrodin, who was our merchant, and said cotton was paid for mainly in goods, provisions, and merchandise, and partly also in Confederate money. The cotton was sold according to its quality—say from 9, 10, to 12 cents per pound. The said cotton was not weighed when it was sold to Mr. Perrodin; but we knew its weight because it was weighed when gathered.

All of said cotton was in seed or unginned. There was so little of said cotton left by the Federal troops that I paid no attention to it, and don't know what became of it.

Lieutenant Pollard was on my gallery when the wagons came to carry off said cotton.

My husband was in the Confederate army from the beginning to the close of the war.

CONSTANCE GUIDRY.

LAURENT DUPRE,
Notary Public and Special Commissioner.

Deposition of VALENTINE D. BREAUX, taken at Opelousas, on the 16th day of April, 1881, in the case of Jules Perrodin *vs.* The United States, on behalf of claimant.

First general interrogatory by the commissioner: Please state your name, your occupation, your age, your place of residence; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and in what degree you are related to claimant.—A. My name is Valentine D. Breaux. I am a planter by occupation. I am fifty-four years of age. I live now and have always lived in the parish of Saint Landry, Louisiana. I have no interest, direct or indirect, in the claim which is the subject of inquiry, and am in no way related to claimant.

Being interrogated by FERREAL F. PERRODIN, Esq., counsel for claimant, witness says:

In the beginning of the year 1862—I don't recollect in what month—I sold one bale of cotton to Jules Perrodin, the present claimant. Said bale weighed over 400 pounds. Said Perrodin paid me for said bale. This cotton was at Hyppolite A. Guidry's gin-house, where, by agreement, said Perrodin was to receive it. I know positively that said Perrodin had other cotton at said time at said gin-house, part of which he purchased from said one Paul Hebert.

Cross-examined by LUCIUS F. SUTHON, Esq., representing United States Government, witness says:

I think I got from 10 to 12 cents per pound for the bale of cotton sold as aforesaid to claimant.

The money paid me for said cotton was good money, not Confederate money.

I was paid cash for said cotton when I sold same.

I was not at said time in the Confederate army.

VALENTINE D. BREAUX.

LAURENT DUPRE,
Notary Public and Special Commissioner.

Deposition of JOSEPH BLOCK, for claimant, taken at Opelousas, La., on 16th April, 1881, in case of Jules Perrodin *vs.* The United States.

First general interrogatory by the commissioner: Please state your name, your occupation, your place of residence; whether you have any interest, direct or indirect, in the matter which is the subject of inquiry, and whether, and in what degree, you are related to claimant.—A. My name is Joseph Block; my occupation is that of a merchant; I am forty-seven years of age; I am now living in the town of Opelousas, La., and have lived there since 1860.

I have no interest, direct or indirect, in the matter which is the subject of inquiry, and am in no way related to claimant.

Being interrogated by FERREAL F. PERRODIN, counsel for claimant, witness says:

I have been residing in Opelousas since the year 1860, with the exception of two years and a half while I resided in the city of New Orleans, but in that time I came often to Opelousas.

I resided in Opelousas from 1860 to September, 1864, continuously, except about three months (June, July, and August, 1863), when I was absent from Opelousas. Jules Perrodin, the claimant, resided in the town of Opelousas during the time I did. We both resided on the same street in the town of Opelousas, La., and both yet reside there.

I don't know that claimant took any part in the late civil war. I know that he contested going in the Confederate army.

He contested before the courts and before the Confederate or military authorities. I know that claimant was arrested and ordered to report to Alexandria. He reported there, and claimed to be a French subject; getting no satisfaction there, he was ordered to report to Shreveport, La. I was likewise persecuted at the same time by the same authorities. I don't know if claimant ever voted in this country. I know of his making claim for protection to the French consul during the late war. During the year 1863 I think cotton was worth about 60 cents per pound in New Orleans.

Cross-examined by LUCIUS F. SUTHON, counsel for the United States Government, witness says:

When I say that claimant took no part in the late war, I mean that he took up arms for neither side. I don't know of claimant's assisting the Confederates by subscriptions or donations of any kind. During the years 1862 and 1863 cotton could be purchased in this parish. About that time cotton could be purchased for about 10 to 12 cents per pound. On reflection, witness says that the price of cotton at said time ranged from 10 to 15 cents per pound. It was customary here, when purchasing cotton at said time, to leave it upon the place where it was purchased.

J. BLOCK.

LAURENT DUPRE,
Notary Public and Special Commissioner.

Deposition of JULES PERRODIN, claimant, taken at Opelousas, La., on the 16th day of April, 1881, in the case of Jules Perrodin *vs.* The United States.

First general inquiry by the commissioner: Please state your age, your occupation, your place of residence; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry.—A. My name is Jules Perrodin. I am the claimant in this case, and consequently I am directly interested in the result of it. I am a merchant. I am sixty-one years of age. I have resided for the last forty years in the parish of Saint Landry, Louisiana. No one else but myself has an interest, direct or indirect, in this claim.

Being interrogated by FERREAL F. PERRODIN, Esq., counsel for claimant, witness says:

I was born on the 27th of March, 1820, in the town of Tarcia, Department of the Jura, France, and I have lived continuously in the town of Opelousas, La., since the year 1856. I am [a] French subject, and have never renounced my allegiance to my native country, having never been naturalized in this or any other country, nor even applied for any naturalization.

I have always preserved my neutrality while in this country, and especially during the late civil war, in which I took no part nor gave any aid or comfort to the enemies of the United States in any shape, form, or manner.

I was conscripted by the Confederate enrolling officer for the parish of Saint Landry, Louisiana, and enrolled in the Twenty-eighth Regiment of Louisiana Volunteers, C. S. A., upon which enrollment, through my attorney, at that time, Henry L. Garland, esq., I took out a writ of habeas corpus before the eighth judicial district court of Louisi-

ans, claiming the rights of a French subject, and as not liable to conscription. On the 27th day of January, 1864, said court rendered judgment in my favor, and in June, 1864, in pursuance of said judgment, I was regularly discharged by command of E. Kirby Smith, of the Confederate States army.

(Copy of said judgment hereto attached and made part of this testimony and marked A.)

Habeas corpus. Eighth district Louisiana, Saint Landry. Nos. 9430 and 9431 cumulated.

JULES PERRODIN ET AL.
vs.
COL. ALLEN THOMAS.

Jules Perrodin, Joseph Camy, Edmond Pascal Hauguel, and Dominique Guilhas, having been conscripted by the corporate enrolling officer for the parish of Saint Landry, were enrolled in the Twenty-eighth Regiment Louisiana Volunteers, C. S. A., commanded by the defendant. They have taken these writs of habeas corpus alleging that they are French subjects, and, therefore, not liable to the operation of the conscription law of the Confederate States, and they pray to be discharged from the military service of said States.

It has been established to the satisfaction of this court that these parties are French subjects who were residing here at the time of the commencement of the present war; they never claimed nor exercised any of the rights of American citizenship; with the exception of Guilhas, they are merchants; Guilhas was employed as an overseer one year, and as a cooper another, on the plantation of Mrs. Dejean in this parish; and with the exception of Perrodin none of them have acquired any real property, and Perrodin has acquired only so much as was necessary to carry on his commerce, that is, the town lot and buildings where he keeps his store. These people came to this country, *cherchant fortune*, like most of the foreigners who come here, and from their conduct and their declarations made before the war, it appears that they have never intended to renounce their country, but on the contrary they have often manifested their intention of returning at some future period to their native land. At the commencement of this war Perrodin particularly took all the necessary precautionary measures to place both himself and property under the protection of the French Government.

Foreigners who come to reside in a country are entitled to the protection of the sovereign and of the laws of that country. In no country have they enjoyed that protection to a greater extent than in this. Unmolested in the pursuits of their different avocations, they have generally accumulated large fortunes, which they have in many instances carried away to their native country, and with the exception of voting and holding public offices, they have enjoyed all the protection, privileges, and advantages which the law affords to the citizens of the State. For all of this, from a sense of gratitude, as says Vattel, "they ought not to content themselves with barely respecting the laws, they ought to assist the country upon occasion and contribute to its defense," but they cannot, says the same author, be subject to those burdens that have only relation to the quality of citizens. (Book 2, secs. 105 and 106.) As our Government is intended, by its framers, to be one of law, it is not the province of this court to say what the law ought to be; but it is his duty simply to declare what the law is. The laws of nations are as binding on them as the code of one country is binding on the citizens or subjects of that country, and it is one of the first duties of a nation to respect and observe these laws. The question before this court, in this case, is whether foreigners sojourning or residing temporarily in this country can, with due regard to international law, be conscripted and forced in the military service of the country for an indefinite period?

The burden of carrying arms and of serving in the armies of the country is one of those having a relation only to the quality of citizens. (Vattel, B. 2, 106.) Besides, the foreigner who comes to reside in this country does not thereby lose his rights as a citizen or subject of the country from which he came; nor is he in the least freed of the obligations resulting from the allegiance he owes to his sovereign, and, although he is amenable to the laws of the state for his conduct, the state has no right of sovereignty over his person; owing no allegiance to the state, he can at all times leave, and when he has come here, with the permission of the state, he cannot be prevented from doing so without a breach of good faith on the part of our Government. If these are correct principles of international law, how can a foreigner be forced in the military service of the country for an indefinite period? It is true that the sovereign of a country has the right to fix the conditions on which foreigners will be received and permitted to remain in the country; but both reason and justice require that these conditions should be made known before they come; the burden of carrying arms in defense of a country is certainly one of those that only relate to the quality of citizens, and therefore cannot be imposed on those who are not citizens, and, indeed, such seems to have been the interpretation of the law

of conscription up to the present time. When the conscripts between the ages of eighteen and thirty-five years were first called out, and when those between eighteen and forty years were called out, no foreigners were conscripted and forced in the military service of the Confederate States. The exigencies of the times may change, but the principles of law remain the same. If foreigners are subject to the operation of the law of conscription, why were they not put in the ranks at the time of the first and second calls for conscripts? Again, the power of raising troops is of the appendage of sovereignty; but the right of conscripting soldiers, that is, of declaring that a certain class of citizens are soldiers, and of forcing them in the military service of the country, belongs, "par excellence," to the sovereign power of the country, and by its nature is one of those rights which cannot be exercised except on those who owe allegiance to this country. In treating of mercenary troops, Vattel (book 3, sec. 14,) says: A sovereign has no right to compel foreigners; he must not even employ stratagem or artifice in order to induce them to engage in a contract, which, like all others, should be founded in good faith. This court is of opinion that the plaintiffs ought not to have been conscripted, and that they cannot be held legally in the military service of the Confederate States it is therefore ordered, adjudged, and decreed, that Jules Perrodin, Edmond Pascal Hauguel, Joseph Camy, and Dominique Guilhas be, and they are hereby, released and discharged as conscripts in the army of the Confederate States of America.

Done, read, and signed at the clerk's office in the town of Opelousas, this 27th day of January, anno Domini 1864.

C. H. MOUTON,
Judge Eighth Judicial District, Louisiana.

Filed January 27, 1864.

A. GARRIGUEZ, *Clerk.*

STATE OF LOUISIANA,
Parish of Saint Landry:

I, James O. Chacheré, clerk of the thirteenth judicial district court, in and for the State and parish above written, do hereby certify that the within and foregoing is a true and correct copy from the original on file and of record in my office.

Witness my hand seal of office, at Opelousas, La., this 9th day of May, A. D. 1881.

[SEAL.] JAMES H. CHACHERÉ,
Clerk of the Thirteenth District Court in and for Saint Landry Parish and State of Louisiana.

STATE OF LOUISIANA,
Parish of Saint Landry:

I, George W. Hudspeth, judge thirteenth judicial district court in and for Saint Landry Parish, State of Louisiana, do hereby certify that James O. Chacheré is clerk of the above court, and his signature to the above certificate is true and genuine.

Witness my hand, at Opelousas, La., this 9th day of May, A. D. 1881.

GEORGE W. HUDSPETH,
Judge Thirteenth Judicial District Court in and for Saint Landry Parish, Louisiana.

STATE OF LOUISIANA,
Parish of Saint Landry:

I, James O. Chacheré, clerk of the thirteenth judicial district court in and for Saint Landry Parish, State of Louisiana, do hereby certify that George W. Hudspeth is judge of the above court, and his signature to the above certificate is genuine.

Witness my hand and seal of office this 9th day of May, A. D. 1881.

[SEAL.] JAMES O. CHACHERÉ,
Clerk of the Thirteenth Judicial District Court in and for Saint Landry Parish, Louisiana.

On the 12th day of September, 1862, I bought twenty bales of cotton in seed from Thilismar Guidry, for which I paid him on same day, and on the 11th day of March, 1863, said Thilismar Guidry sold me 18,000 pounds of cotton in the seed, for which I paid him the same day or shortly afterward.

I left said cotton on said Guidry's plantation, in his custody, but subject to my orders. The two lots of cotton above stated composed item 3 mentioned in my memorial.

This cotton remained on said plantation until it was taken by the Federal troops, as stated to me by witness Constance Guidry. Out of said two lots of cotton, I only recovered 12 bales, and the balance was taken, as stated by said witness Constance Guidry. Out of the lot of cotton now claimed by me were the 18 bales which I abandoned in suit entitled Jules Perrodin *vs.* The United States, in the United States Court of Claims, No. 3546, as per judgment of said court.

On the 22d day of February, 1862, Paul Hebert sold me 4 bales of cotton, weighing 1,760 pounds in the aggregate, for which I paid him on the 13th day of March, 1862.

Said cotton was left in the custody of Hyppolite A. Guidry, at his, said Guidry's gin-house. Said 4 bales of cotton, thus sold to me by Paul Hebert, as aforesaid, were taken from the gin-house of said Hyppolite A. Guidry, as stated to the witness Alexis Guidry, and are a portion of item "No. 1" of my memorial, and are included in the 7 bales mentioned in the United States Court of Claims, and rejected on account of being hearsay evidence, as is evidenced by judgment No. 3546 of said Court of Claims; and on the 19th November, 1861, Mrs. Fisher, *nee* Boudreaux, sold me 2 bales of cotton weighing 912 pounds, and delivered to me at said gin-house of Hyppolite A. Guidry's, where I left the same.

I paid for said cotton.

These 2 last bales with 1 bale of cotton sold to me by V. D. Breaux, and 4 bales sold to me by Paul Hebert, complete item No. 1 of my memorial, and said 2 bales of cotton were taken by the Federal troops, as stated in the testimony of Alexis Guidry and Onezime L. Guidry, and was also rejected by said judgment No. 3546 of the United States Court of Claims.

In the month of April, 1862, Louis Malveaux sold me, and delivered at the plantation of his mother, Theothiste Esprit, widow of Jean Baptiste Malveaux, one bale of cotton weighing 450 pounds.

This bale of cotton was ginned at the gin-house of Mr. Gradenzo.

This last bale of cotton was taken, as appears by the testimony of Louis Malveaux, some time in the year 1863, by the Federal troops, and composes item No. 2 of my memorial.

On the 24th of April, 1862, Valentine D. Breaux sold me one bale of cotton, weighing 478 pounds, and delivered the same to the gin-house of said Hypolite A. Guidry, where it was left by me, and afterwards taken by the Federal troops, as appears by testimony of witnesses relative to item No. 1 of my memorial.

In the month of December, 1863, I bought of Offutt Bros. eight hogsheads of sugar, weighing in the aggregate 9,600 pounds. I paid for said sugar and left it in the custody of William R. Gibson, who had charge of the plantation of Offutt Bros. This sugar was taken by the Federal troops in the year 1864, as appears by the testimony Antoinette Thiebaut, widow of said W. R. Gibson, who had charge of Mr. —— sugar.

This lot of sugar forms item No. 4 of my memorial, and is the same sugar abandoned by me in suit No. 3546, of the United States Court of Claims, as aforesaid, and as appears by judgment rendered in said suit.

I have never assigned or transferred or sold this claim, nor any portion, nor any interest therein, to any one. I have never received payment for this claim, or any portion thereof, either through myself, or through any one else for me. All this property, as detailed, was taken by the Federal troops under command of Maj. Gen. Nath. P. Banks.

And all this property claimed by me form the part of my demand in suit No. 3546 of the United States Court of Claims as aforesaid, but not allowed in the judgment rendered in said suit.

There may be a difference as to number in the demand which I made in said suit No, 3546, which I filed immediately, during the war—that is in 1864; and after a careful examination of my books and papers, and my business in general at that period, I found out that the claim then set forth by me was less than it actually was.

As before stated by me, in my testimony, my cotton when thus taken was worth 60 cents per pound on the market in New Orleans, and my sugar was worth from 20 to 22 cents in current money of the United States.

Cross-examined by LUCIUS F. SUTHON, Esq., counsel for the United States Government, witness says:

My parents, that is my mother and father, were French subjects. Since I have dwelt in this country I have revisited France. I returned to France in 1859, and was absent from here in my voyage about five months in all. I had always in view to return to France, but now that I am married and settled in this country I think no more about it. I came to this country from France in the month of October, 1839.

I came from New Orleans to this part of the country shortly after my arrival.

I owned two slaves. I owned these two slaves in 1856.

At the beginning of 1862, or thereabout, I was worth from eighteen to twenty thousand dollars.

During the late civil war I neither gave aid or comfort to the enemies of the United States.

The two slaves owned by me, as above mentioned, were owned until their emancipation by the United States Government.

My visit to France, as above mentioned, was only to see my relatives and my country.

JULES PERRODIN.

[SEAL.]

LAURENT DUPRE,
Notary Public and Special Commissioner.

EVIDENCE.

Filed June 7, 1881.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

Stipulation.

It is hereby stipulated that a certified copy of the evidence taken and filed by the claimant or by the United States in this case in the United States Court of Claims, as far as it relates to the alienage and neutrality of the claimant, may be used as evidence in the above-entitled case now pending before this commission, counsel for the United States reserving the right to take advantage of any objections which may have been made by the counsel for the United States before the Court of Claims who appeared at the examination, and to take such further objection as upon examination of the evidence he may deem fit and proper.

GEO. S. BOUTWELL,
Counsel for the United States.

WASHINGTON, *March* 23, 1881.

U. S. Court of Claims.—December Term, 1869.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 3546.

NOUVELLE-ORLÉANS.

No. 2079. *Certificat de nationalité.*

Nous, Chs. Fauconnet, chevalier de la legion d'honneur, gerant du consula de France à la No'velle-Orléans, une certifions que Monsieur Perrodin (Jules), residant aux Opelousa, pase. Saint Landry, où il exerce la profession de marchand est né à d'Epy, Tarcia Department due Jura (France), le 27 fevrier, 1820.

Attestons en outre que, sur son affirmation de n'avoir jamais perdu sa nationalité francaise par naturalisation ou autres actes de citoyenneté américaine, le dit siern Perrodin à été inscrit comme francais sur le registre matricule term en la chancellière de ce consulat le 4 juin, 1863 (mil huit censoixante trois).

En foi de quoi nous lui avons delivré le présent certificat pour servir et valoir ce que de droit.

A la Nouvelle-Orléans, 5 mars, 1864.

Quatre signature du porteur.

Le gérant du consulat.

[SEAL.] FAUCONNET.

Art. 48 du tarif. No. d'ordre, 525. Solvit o' France.

EXHIBIT B.

[Special Orders No. 153.]

HEADQUARTERS TRANS-MISSISSIPPI DEPARTMENT,
Shreveport, La., June 18, 1864.

* * * * * * *

VII. Private Jules Perrodin, Co. —, Twenty-eighth Louisiana Regiment, is discharged the service of the Confederate States, in accordance with the judgment of the district court of the parish of Saint Landry.

* * * * * * *

By command of General E. Kirby Smith.

S. S. ANDERSON,
Assistant Adjutant-General.

P. J. PERRODIN.

True extracts from the printed record as the same appeared to the judges when the case came on to trial before the Court of Claims, February 18, 1873.

Test this 7th day of June, 1881.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

DEPOSITIONS OF M. KENISON AND A. TERTRON.

Filed July 6, 1881.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

To JOHN L. LARESCHE, Esq.,
New Orleans, La.:

SIR: You are hereby authorized to act as a commissioner in the above-entitled case at New Orleans, La., and as such to there take the testimony of such witnesses as may be produced before you by either party. In fulfilling this duty you will be guided by the rules of this commission, particularly Rules XIV and XV, and you will return the testimony taken herein to the secretaries of this commission, with this authority attached as the first sheet thereof. A copy of the notice required by Rule XIV and a copy of Rules XIV and XV are herewith inclosed. Should the defendant not appear at the examination you will ascertain from the inclosed copy of notice whether notice has been accepted; if it has, you may proceed with the examination; if it has not, you will adjourn the examination, and report that fact, with the reason, to this commission.

We are, sir, your obedient servants,

WASH'N F. PEDDRICK,
L. LAUGEL,
Secretaries.

WASHINGTON, D. C., *May* 12, 1881.

It is agreed that John L. Laresche, esq., be authorized to take the testimony of witnesses in the above-entitled case at New Orleans, La., to be used before this commission.

JOHN DAVIS,
Assistant Counsel on the part of the United States.
PAUL DEJARDIN,
Agent on the part of France.

WASHINGTON, D. C., *May* 12, 1881.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

WASHINGTON, *May* 9, 1881.

Please take notice that on the 31st day of May, 1881, testimony will be taken on behalf of the United States before John L. Laresche, esq., at his office in the city of New Orleans, State of Louisiana, at 10 o'clock a. m., and continued from day to day, to show the value of the property alleged to have been appropriated or destroyed.

GEO. S. BOUTWELL,
Agent and Counsel on the part of the United States.

To Mr. PAUL DEJARDIN, *Agent.*

Notice accepted.

PAUL DEJARDIN,
Agent du Gouv't.

MAY 10, 1881.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

Depositions of witnesses taken and subscribed before me, John Laresche, special commissioner, in the days and dates hereinafter set forth and expressed, at my office, No. 24 Exchange Place, corner of Custom-house street, in the city of New Orleans, State of Louisiana, and to be read as evidence in the above-entitled and numbered cause, said witnesses known to me to be of lawful age, being to me at the time and place aforesaid produced, and being duly sworn according to law to testify to the truth, the whole truth, and nothing but the truth in regard to the matters in controversy in the claim aforesaid, did then and there, on their oaths aforesaid, depose and say as follows, to wit.

JNO. L. LARESCHE,
Commissioner.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

NEW ORLEANS, *May* 31, 1881—10 o'clock a. m.

On behalf of the United States F. F. Perrodin, esq., counsel on behalf of the claimant, and W. O. Denegre, esq., special counsel on behalf of the United States.

By agreement of counsel this case is continued until to-morrow, June 1, 1881, at 10 o'clock a. m.

JNO. L. LARESCHE,
Commissioner.

NEW ORLEANS, *June* 1, 1881—10 o'clock a. m.

Present: F. F. Perrodin, esq., counsel on behalf of the claimant, and W. O. Denegre, esq., counsel on behalf of the United States.

Capt. M. KENNISON, witness on behalf of the United States, being duly sworn according to law, deposes and says as follows, to wit:

I am forty-nine years of age; I am a steamboatman. I have been steamboating for thirty-two years.

Question. Were you immediately after the war engaged in steamboating between New Orleans, Washington, La., and all the other places bordering on the Courtableau Bayou?—Answer. I suppose I was.

Q. To what landing would cotton in the neighborhood of Opelousas or Grand Coteau be taken for shipment?—A. To Washington, La., and Port Barre on the Cortableau Bayou.

Q. Can you tell us how early after the close of the war navigation was opened to Washington and Port Barre?—A. Immediately.

Q. Can you tell us what was the price of transportation of cotton per bale from those points to New Orleans immediately after the war and shortly after?—A. Five dollars per bale.

Cross-examined by F. F. PERRODIN, for claimant:

It was the same price from all the points on the bayou. This tariff lasted until the middle of September, 1865, when it was reduced to $3.50 per bale.

M. KENISON.

JNO. L. LARESCHE, *Commissioner.*

A. TERTRON, witness on behalf of the United States, being duly sworn, according to law, deposes and says, as follows:

I am fifty-seven years of age; I am a merchant, cotton and sugar factor in New Orleans since 1861; I have had business relation with the whole of the Teche country, and have received cotton and sugar from the various parishes therein; also the parish of Saint Landry.

Cotton from Saint Landry and adjoining parishes will average low middling.

Q. Do you know the difference in price per pound between cotton classed as middling and cotton classed as low middling?—A. The average is about ½c. per pound; I am speaking of an average of a whole year.

Q. What was about the usual average weight of cotton before the war and during the years 1861 and 1862?—A. Four hundred and fifty pounds per bale; and that is the basis of the cotton transactions by the cotton exchange.

Q. What was the price of the transportation of sugar from Washington, La., and Port Barre to New Orleans shortly after the war?—A. It was ten to twelve dollars per hogshead.

Cross-examined by F. F. PERRODIN, esq., on behalf of claimant:

Since the beginning of 1861 I have been selling and handling cotton for Mr. Perrodin, and all cotton shipped by Mr. Perrodin.

A. TERTRON.

JNO. L. LARESCHE, *Commissioner.*

UNITED STATES OF AMERICA,
State of Louisiana, parish of Orleans, city of New Orleans:

I, John L. Laresche, special commissioner in and for the parish of Orleans, do hereby certify and make known that the foregoing depositions of M. Kenison and A. Tertron were taken before me on the 1st day of June, A. D. 1881, at the time and place in the caption hereinabove mentioned; that the examinations, responses, and statements of each

of said deponents were reduced to writing in my presence, and by said deponents respectively sworn to and subscribed at the end of each and every page at the time and place aforesaid.

In testimony whereof I do hereunto sign these presents at the city of New Orleans, La., this 25th day of June, A. D. 1881.

JNO. L. LARESCHE,
Commissioner.

DEPOSITIONS.

Filed Aug. 10, 1881.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

TO LAURENT DUPRÉ, Esq.,
Opelousas, La.:

SIR: You are hereby authorized to act as a commissioner in the above-entitled case at Opelousas, La., and as such to there take the testimony of such witnesses as may be produced before you by either party. In fulfilling this duty you will be guided by the rules of this commission, particularly Rules XIV and XV, and you will return the testimony taken herein to the secretaries of this commission, with this authority attached as the first sheet thereof. A copy of the notice required by Rule XIV, and a copy of Rules XIV and XV, are herewith inclosed. Should the defendant not appear at the examination, you will ascertain from the inclosed copy of notice whether notice has been accepted; if it has, you may proceed with the examination; if it has not, you will adjourn the examination, and report that fact, with the reason, to the commission.

We are, sir, your obedient servants,

W. F. PEDDRICK,
L. LAUGEL,
Secretaries.

WASHINGTON, D. C., *July* 8, 1881.

It is agreed that Laurent Dupré, esq., be authorized to take the testimony of witnesses in the above-entitled case at Opelousas, La., to be used before this commission.

JOHN DAVIS,
Assistant Counsel on the part of ———.
CHAS. A. DE CHAMBRUN,
Counsel on the part of French Republic.

WASHINGTON, D. C., *July* 8, 1881.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

WASHINGTON F. PEDDICK, Esq.,
Secretary:

SIR: Please inform the United States agent that on the 28th day of July, 1881, at 12 m., or any other day which may be agreed upon by counsel, before Laurent Dupré, a special commissioner of this honorable commission, at his office in Opelousas, La., we will proceed to take testimony in the above-entitled case on questions of neutrality, alienage, ownership, and seizure of the property of the memorialist and continue the examination of witnesses in this case from day to day until the testimony is complete.

GRIMAUD DE CAUX,
Agent ad interim.

Accepted.

JOHN DAVIS,
Assistant Counsel of the United States.

JULY 8, 1881.

United States of America, State of Louisiana, parish of Saint Landry.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

Be it known, that I, Laurent Dupré, undersigned, notary public for Saint Landry Parish, Louisiana, and appointed by the honorable French and American Claims Commission as special commissioner for the taking of testimony in the above-entitled case, proceeded on the 28th day of July, A. D. 1881, at my office in Opelousas, La., State and parish above written, to perform the duties assigned to me.

E. T. Lewis, esq., appeared as counsel for the United States Government, and Férréal F. Perrodin, esq., appeared as counsel for claimant.

On said day I proceeded to examine the following-named witnesses, to wit: Augustin Domingue and Mrs. Constance Guidry, widow of Thelismar Guidry, deceased, being both called on behalf of claimant; and on the 29th day of July, A. D. 1881 (by special consent and agreement of the above-named counsel for the United States and for claimant), I proceeded to the town of Washington, La., in said parish and State, and there proceeded to examine the following witnesses, to wit: Otis Lunt and Mrs. Antoinette Thiebaut, widow of W. A. Gibson, deceased, being also called by claimant.

I further certify that before proceeding to their examination as aforesaid, each of the above-named witnesses was duly sworn; that in the examination of each of said witnesses the answers were taken down in his or her presence; that the same was then read over to and was signed or subscribed by each of said witnesses respectively.

In faith whereof I have hereunto signed my name and affixed my official seal this 29th day of July, A. D. 1881.

[SEAL.]

LAURENT DUPRÈ,
Notary Public and Special Commissioner.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

Testimony of AUGUSTIN DOMINQUE, taken at Opelousas, La., July 28, 1881, in behalf of claimant.

Witness being duly sworn, and being examined by Férréal F. Perrodin, esq., counsel for claimant, says:

My name is Augustin Dominque; I live on the dividing line between this parish and Fa Layette; I always lived in that neighborhood; I am fifty-seven years of age; I am a planter by occupation.

I am not related to claimant. I have no interest, direct or indirect, in the claim, which is the subject-matter of inquiry.

During and before the war I was a slave, and belonged to Thelismar Guidry. During the absence of said Guidry during the war I was his head man or manager, and had charge of his plantation. Mrs. Constance Guidry, wife of said Thelismar Guidry, resided on said plantation during the war. I recollect when the battle of Bayou Bourbeux was fought. I was then on Mrs. Thelismar Guidry's plantation. At said time there was some cotton on said plantation of Thelismar Guidry's. There were some forty-five bales of cotton, or perhaps more. This cotton was unginned and in the seed. It was customary on said plantation to weigh the cotton as it was picked. This was done twice a day—at noon and at night.

At the time of the battle of Bayou Bourbeux the Federal army was camped on the plantation of said Thelismar Guidry. After said battle the Federals brought to said plantation their wounded, their dying, and their dead.

At that time I delivered the keys of the out-houses to Mrs. Guidry. The Federal officers were camped near the house of Mrs. Guidry, and some occupied portions of her house.

The Federals took the cotton on said plantation to make mattresses and beds for their sick and wounded, which were very numerous, and what was not used by them on said plantation was packed in wagons and carried over Bayou Carencro to another Federal camp.

There were some Federal officers present when said cotton was taken as aforesaid. Said officers stated that they were forced to take this cotton to use it for the purpose aforementioned.

I know they were officers because I was required to get a permit from said officers whenever I went from the house to the well, or to some out-house, for guards were sta-

ere. I was then staying in Mrs. Guidry's house. General Grover, of the rmy, had his tent in the yard, near the steps of the dwelling-house.
on said plantation of Mrs. Guidry's continuously from the time the Federal cupied it until they left. I was present and saw when all the cotton on said n was taken by the Federals, used, and carried away as above detailed by me.

xamined by E. T. LEWIS, Esq., of counsel for the United States, says:
tton above mentioned, which was used and taken by the Federals, as above r me, was all grown and raised on the plantation of my master, Thelismar This cotton was the crop of one year, which had been gathered.
grown the year it was so taken. There were eleven grown working hands on tation the year said cotton was grown.
ar said cotton was raised we cultivated fifty-five arpents in cotton, at least— nore.
ar that the cotton was taken by the Federals, as aforesaid, they invaded this the country twice.
wo women of the slaves on said plantation followed the Federal army and left tation when the Federals first invaded this section of the country. There were tton pickers on the plantation when said cotton was gathered.
recollect precisely, but the average picking per day was from fifteen to sixteen pounds per day.
by this, when all the hands were picking and the cotton was white.
ear the picking of cotton began in the month of July. The cotton was put in n-house as it was gathered.
ar said cotton was taken by the Federals we had not begun to gin it. There n-house on said plantation, and we were in the habit of ginning on the neigh- lantation—that of Mr. Joseph Guidry. The cotton taken by the Federals was crop of that year.
two women that went off in the spring, one was an old one who was exempt k, and the other her daughter, a working hand, who followed her. In the nds comprising the cotton pickers, as stated by me, the daughter was included, he mother. I know that there were forty-five bales of cotton or more on said n at said time because of the size of the buildings containing said cotton, in uildings the crop of cotton of the previous year, which was a larger crop, had ed.
tton of the previous year had been ginned and baled at Joseph Guidry's, near had been disposed of.

his
AUGUSTIN + DOMINIQUE.
mark.

LAURENT DUPRE,
Notary Public and Special Commissioner.

y of Mrs. CONSTANCE GUIDRY, widow of Thelismar Guidry, deceased, taken at Opelousas, La., July 26, 1881.

s being duly sworn and being examined by FÉRRÉAL F. PERRODIN, Esq., coun- aimant, says:
me is Constance Guidry. I am the widow of Thelismar Guidry, and am the ness who testified before the present commission in this case last April. As me in my testimony taken in this case in the month of April last, before the ommissioner, the Federal army in the year 1863 was camped on my plantation. in the fall of that year. Among the officers of the Federal army who were remember distinctly the following: General Franklin, who was the command- r; and I also knew Generals Wietzel, Grover, and McGinnis, the latter having uarters in my house; and General Grover had his camp or tent near [the] steps ing-room.
Generals McGinnis and Grover very well, having conversed with them at dif nes. General Grover was one of the officers to whom I stated that the cotton d in my previous testimony as aforesaid was claimant's, but Lieutenant Pol- ed to be in command of the forces taking the cotton or managing the taking of

I said in my testimony taken last April as aforesaid that "I supposed that it as above stated by me for the wounded," I know that said cotton was thus taken ed away and used for said purpose, because it was so ordered by the command- rs.

At that time and for ten years previous thereto Augustin Dominque, who testified in this case to-day, was a slave of my husband's. He was the head man on my husband's plantation, and during my husband's absence during the war he was the manager of the cultivation of our plantation. He was our confidential slave, and during the occupancy of our premises by the Federals he occupied a room in our house adjoining my own.

Cross-examined by E. T. LEWIS, Esq., counsel for the United States Government:

The year previous to the taking of said cotton we made from 50 to 60 bales on our plantation. The crop of the year 1862 had been ginned, baled, and sold to different parties.

I have never preserved the weight of said cotton, although it was always weighed when gathered, at noon and at night. I estimate the cotton taken by the Federals on my plantation in the year 1863 from the following facts:

First. We were in the habit of making for a series of years from forty-five to sixty bales of cotton. Secondly. By the dimension of the houses in which the cotton was stored. Thirdly. The crop of that year was as good as usual. Fourthly. The usual number of hands cultivated and raised said cotton. Fifthly. The houses in which the cotton was stored. Sixthly. And from the habit of daily weighing the cotton as it was picked.

CONSTANCE GUIDRY.

[SEAL.] LAURENT DUPRE,
Notary Public and Special Commissioner.

Testimony of OTIS LUNT, taken (by consent of all parties) at Washington, La., July 29, 1881, in behalf of claimant.

Witness being duly sworn, and being interrogated by FERREAL F. PERRODIN, Esq., counsel for claimant, says:

My name is Otis Lunt. I am twenty-eight years of age. I am living in the parish of Saint Landry, where I was born and bred.

I live in the town of Washington, in said parish. I am a laborer by occupation. I am not related to claimant. I have no interest, direct or indirect, in the result of the claim which is the subject-matter of inquiry.

During the late civil war I lived in this parish.

When the Federal troops camped in and around the town of Washington, in the year 1864, I was in said town. I frequently, and almost every day, visited the Federal camps at that time. My purpose in visiting said camps was to sell milk and butter. I knew some of the Federal officers, whose camps I visited as aforesaid, viz: Capt. Alexander and Lieut. Pompano. Their camps were at the sugar-mill of Offut Brothers, near the town of Washington. At that time I went into the sugar-mill of said Offutt Brothers.

I often went into said sugar-house of Offutt Brothers in company with Lieutenant Pompano and Federal soldiers.

There was at that time some sugar in said sugar-house. Some of this sugar was in hogsheads and some was in vats. There were several hogsheads of sugar, but I can't state the number.

I saw some Federal soldiers eating said sugar and carrying it away in buckets and in their haversacks.

This sugar was thus taken by the soldiers in presence of Lieutenant Pompano.

I never observed that Lieutenant Pompano or any other officers prevented said soldiers from taking this sugar as aforesaid. The soldiers would help themselves to this sugar and would go away in the presence of the officers unmolested.

I don't know whether this sugar was all taken away by said soldiers, as I never visited said sugar-house after they left; but I know that said soldiers were continually going into said sugar-house in squads of five to ten and helped themselves to this sugar.

As well as I can recollect said soldiers remained there two or three weeks.

Cross-examined by E. T. LEWIS, of counsel for the United States:

I don't recollect how old I was at that time, but I know I was a good smart boy.

I think the Federal camp at said sugar-house consisted of about one hundred and twenty men. Besides this camp there was another one in the town of Washington, La.

I don't know who had charge of the Offutt Brothers plantation where said sugar-house was, but I often saw Mrs. Gibson at the house.

I did not notice whether the Federal soldiers wasted the sugar that they took as aforesaid. I frequently assisted them in making candy with said sugar at their camp.

I was not at their camp the day on which they left, and I don't know whether they took any of it away with them.

I was at camp nearly every day while they remained there.

l not see said soldiers destroy or waste any of [the] sugar; what they took they to take for their personal use.

his
OTIS x LUNT.
mark.

L.] LAURENT DUPRÉ,
Notary Public and Special Commissioner.

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my of Mrs. ANTOINETTE THIEBAUT, widow of W. A. Gibson, deceased, taken (by sent of all parties) at Washington, La., July 28, 1881, in behalf of claimant.

ess being sworn, and being interrogated by FÉRÉAL F. PERRODIN, Esq., of for claimant, witness says:

the same Antoinette Thiebaut, widow of W. A. Gibson, who testified in this case he present commissioner last April.

I stated in my testimony in chief in this case last April, that "all the sugar in ar-house was taken away, I knew it to be a fact, because immediately on the de- of the Federal troops from their quarters near the sugar-house of Offutt Bros., I the sugar-house in company with my husband and Mr. Doc Gardiner for the of looking after said sugar. It (the sugar) had all been taken by the Federals. ad not been taken was not fit to use, being scattered on the ground.

ad the key of the sugar-house. The Federals gained entrance into said sugar- y bursting the doors.

William Offutt, whom I have mentioned in my testimony taken last April, is dead. t Bros. were large sugar planters, and had been cultivating sugar for years previ- his. My husband is also dead. He had been in the employ of Offutt Bros. as a a boat in which they had an interest.

Doc Gardiner is now "non compos mentis." He knew the same facts as testified to There was an old negro woman on the plantation of Offutt Bros. with me at the hose name was Hannah Labyche. I think she is still living. My husband was mploy of Offutt Bros. for many years.

ANTOINETTE THIEBAUT.

L.] LAURENT DUPRÉ,
Notary Public and Special Commissioner.

DOCUMENTARY EVIDENCE FILED BY FRENCH AGENT.

Filed January 16, 1882.—*W. F. P. & L. L., Secs.*

ES PERRODIN
vs.
NITED STATES. } No. 90.

WASHINGTON, *January* 16, 1882.

W. F. PEDDRICK and LÉONCE LAUGEL,
Secretaries:

are requested to file the accompanying documents with the papers and proofs in we-entitled case.

GRIMAUD DE CAUX,
Agent on the part of the French Republic.

X. Y.—Laurent Dupré, notary public and special commissioner.

OPELOUSAS, 12 *Septembre* 1862.

oussigné, habitant de la paroisse Saint Landry, déclare avoir vendu, à Jules Per- omicilié à Opelousas, même paroisse, vingt balles de coton de quatre cents livres au moins, à raison de neuf cents la livre à prendre chez moi à Lille Caranco. lit coton étant encore en grain en ma cotonnerie je m'oblige de la faire emballer ps que le voudra le dit Perrodin et alors j'en ferai la livraison tel qu'il est dit plus

THELISMAR GUIDRY.

in:
VALADEZ,
Chez lui Grande Coteau.

$720.01. Reçu de Jules Perrodin la somme de sept cent vingt piastres pour solde de la vente de vingt balles de coton selon la vente passée avec lui ce 12 Septembre 1862.
Opelousas, 12 Sept., 1862.

THELISMAR GUIDRY.

OPELOUSAS, *le* 11 *Mars* 1863.

$540. Je, soussigné, habitant de la paroisse Saint Landry, déclare avoir vendu à Jules Perrodin domicilié à Opelousas, dix huit mille livres de coton en graines (1,800) à raison de trente piastres le millier formant la somme de cinq cent quarante piastres dont j'ai reçu le montant ce jour. Le dit coton étant en grenier chez moi je m'oblige de le tenir en cet état jusqu'à ce qu'il soit possible d'en disposer autrement, à la disposition de Perrodin et le porter au Moulin à mes frais.

THELISMAR GUIDRY.

Témoin:
VALADEZ,
Chez lui-même Grand Coteau.

Elisha McDaniel.

1863, Mars. 2. 10 Balles de coton chez lui qu'il m'a vendues à 15c. la (14,922) livre ——— Plaquemine.

OPELOUSAS, 11 *Av'l* 1863.

$738.30. Je, soussigné, Elisha McDaniel, paroisse Saint Landry, avoir vendu à Mr. Jules Perrodin dix balles de coton à raison de quinze sous la livre dont le poids est de quatre mille neuf cent vingt deux livres (4,922 lbs.) formant la somme de sept cent trente huit piastres & 30-100 dont j'ai reçu le montant ce jour. Les susdites balles de coton sont encore chez moi et m'oblige de les tenir à l'abri telles quelles jusqu'au jour qu'il les désirera.

ELISHA McDANEL.

MARCELIN JARDELS.
VALADEZ.

STATE OF LOUISIANA,
Parish of Saint Landry:

Be it known that on this —— day of September, A. D. 1881, before me, undersigned authority, personally came and appeared Mrs. Constance Guidry, widow of Thelismar Guidry, deceased, of this parish and State, and also appeared Auguste Perrodin, of same residence, who being duly sworn depose and say:

That they were well acquainted with the late Thelismar Guidry, deceased, and recognize his signature to document marked X. Y., attached thereto, as real and genuine.

CONSTANCE GUIDRY.
A. PERRODIN.

Sworn to and subscribed before me this —— day of September, 1881.

In testimony whereof I have hereunto signed my name and affixed my official signature.

[SEAL.]

LAURENT DUPRÉ,
Notary Public and Special Commissioner.

The within and foregoing document has been examined by us, and I have taken cognizance of the same before being forwarded to Washington, D. C.

LEWIS & BRO.,
Special Attorneys for the United States.

SEPTEMBER 20, 1881.

STIPULATION ALLOWING EVIDENCE AS TO PRICE OF COTTON FILED IN NO. 251 TO BE USED IN THIS CASE.

Filed January 16, 1882.—*W. F. P. & L. L., Secs.*

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

It is hereby stipulated and agreed that the evidence heretofore taken and filed in the case of Augustus Burleigh, administrator, vs The United States, No. 251, relative to the

'cotton from 1861 to 1866, may be used as evidence on the trial of above-entitled he United States not admitting that it is decisive of the measure of damage to be l.

ne United States—

JOHN DAVIS,
Assistant Counsel.

ARY 16, 1881.

AUD DE CAUX,
gent for the French Republic.

ounsel for the United States introduces as evidence document marked A, show- parative prices of middling cottons, and especially the price of cottons in the of April, May, and June, 1863.

tive prices of middling cotton at New Orleans on the first day of each month during a period of five yenrs.

	1865-'66.	1864-'65.	1863-'64.	1862-'63.	1861-'62.
	Cents.	*Cents.*	*Cents.*	*Cents.*	*Cents.*
r	42 to —	.....	.....	.....	9 to 10
.....	44 to 45	161 to 163	62 to 68	.....	8½ to 9
r	55 to 56	119 to 120	65 to 73	— to 64	9 to 9½
r	50 to 51	127 to 128	71 to 72	— to 54½	10¾ to 11
.....	— to 51	118 to 120	72 to 73	— to 53	10 to 11
.....	48 to 49	68 to 70	— to 70	— to 62	10 to 11
.....	— to 46	— to 75	82 to 83	— to 80	11 to —
.....	40 to 41	.....	— to 70	— to 72	9½ to 10½
.....	36 to —	35 to 36	82 to 84	— to 60	.....
.....	38 to 39	42 to 43	92 to 93	.....	.....
.....	36 to 38	40 to —	— to 160	.....	.....
.....	.....	42 to 44	160 to 163	— to 53	.....

is J. Bright, do hereby certify that I am now, and have been for many years, ne proprietors of the New Orleans Price-Current, a newspaper published in the New Orleans, and especially devoted to the work of giving a correct list of the commerce in the New Orleans market; that the above tabulated statements are from the reports of men whose capacity and competency have been established of experience, and were taken from the files of the Price-Current now in my n and custody, and are true and correct to the best of my knowledge and be-

L. J. BRIGHT.

to and subscribed before me, notary, at New Orleans, this 18 June, 1881.

ANDREW HERO,
Notary Public.

E TO AGENT AND COUNSEL FOR THE UNITED STATES OF THE CLOSING OF PROOFS ON THE PART OF MEMORIALISTS.

Filed February 24, 1882.—*W. F. P. & L. L., Secs.*

PERRODIN *vs.* ITED STATES. } No. 90.

US BURLEIGH, ADM'R ARNAUD, *vs.* THE UNITED STATES. } No. 251.

EORGE S. BOUTWELL,
gent and Counsel for the United States:

Please take notice that the proofs in the above-entitled cases are closed on the he memorialists.

CHAS. A. DE CHAMBRUN,
Counsel for the French Republic.
ALEX. PORTER MORSE,
Assistant Counsel.

INGTON, *February* 24, 1882.

MOTION FOR LEAVE TO WITHDRAW NOTICE OF CLOSING.

Filed March 14, 1882.—*W. F. P. & L. L., Secs.*

JULES PERRODIN *vs.* THE UNITED STATES. } No. 90.

And now comes the counsel for the French Republic and moves the Commission for an order allowing the memorialist in the above-entitled cause to withdraw the notice of closing the proofs in his case for the purpose of submitting record proofs of the possession and occupancy of Saint Landry Parish, Louisiana, by the United States Army, when the memorialist's property was taken and used by the said Army.

CHAS. A. DE CHAMBRUN,
Counsel for the French Republic.
ALEX. PORTER MORSE,
Assistant Counsel.

WASHINGTON, D. C., *March* 14, 1882.

DOCUMENTARY EVIDENCE FROM THE WAR DEPARTMENT, FILED ON BEHALF OF CLAIMANT.

Filed May 26, 1882.—*W. F. P., Sec.*

JULES PERRODIN *vs.* THE UNITED STATES. } No. 90.

WASHINGTON, *May* 26, 1882.

Messrs. W. F. PEDDRICK and LÉONCE LAUGEL,
Secretaries:

You are requested to file the accompanying documents with the papers and proofs in the above-entitled case on behalf of claimant.

GEO. S. BOUTWELL,
Agent and Counsel on the part of the United States.
JOHN DAVIS,
Assistant Counsel.

DEPARTMENT OF STATE,
Washington, May 22, 1882.

JOHN DAVIS, Esq.,
Assistant Counsel, &c., French and American Claims Commission:

SIR: I beg to transmit herewith certain certified copies which have been furnished by the War Department in response to the request contained in your communication of the 4th ultimo, for use in the case of Jules Perrodin *vs.* The United States, No. 90.

I am, sir, your obedient servant,

J. C. BANCROFT DAVIS,
Assistant Counsel.

(Inclosure:) The certified copies which accompanied War Department letter of the 19th instant.

WAR DEPARTMENT,
Washington City, May 19, 1882.

The Hon. SECRETARY OF STATE:

SIR: In answer to your communication of April 6th, 1882, requesting copies of certain papers for use before the French and American Claims Commission, in the case of Jules Perrodin, No. 90, I have the honor to forward herewith certified copies of the following papers:

General Banks to General Halleck, April 23, 1863.
General Banks to General Halleck, May 4, 1863.
General Banks to General Halleck, May 4, 1863.
General Banks to General Halleck, March 18, 1864.
Capt. G. N. Lieber to Colonel Kelton, October 9, 1863.

General Banks to General Halleck, October 16, 1863.

No record is found of any letter addressed by General Stone to Colonel Kelton, dated November 20, 1863, but a copy of a letter dated November 19, 1863, from General Stone to the Adjutant-General is given with accompanying copies.

The "cypher dispatch" referred to in Colonel Lieber's letter of October 9, 1863, is not found, nor can General Washburn's letter of November 7, 1863, be found with any records filed in the office of the Adjutant-General.

General Washburn's records for November and December, 1863, are not on file.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

WAR DEPARTMENT,
Washington City, April 15, 1882.

Pursuant to section 882 of the Revised Statutes, I hereby certify that the annexed are true copies of letters filed with records of headquarters of the Army in this Department.

In witness whereof I have hereunto set my hand, and caused the seal of the War Department to be affixed, on the day and year first above written.

[SEAL.] ROBT. T. LINCOLN,
Secretary of War.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, October 9, 1863.

Col. J. C. KELTON,
Assistant Adjutant-General. Headquarters of the Army:

SIR: I have the honor to forward by this mail, addressed to the General-in-Chief, a cipher dispatch just received from Major-General Banks, and which I was directed to send by the steamer which sails to-morrow.

Very respectfully, Colonel, your obedient servant,

G. NORMAN LIEBER,
Acting Assistant Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, October 16, 1864.

Maj.-Gen. H. W. HALLECK,
Commander-in-Chief, &c.:

GENERAL: I. Thus far in my administration I have not troubled the Government about negroes.

When I arrived at New Orleans I found many thousand in idleness. I set them all to work for wages wherever they pleased to go. What with the system of compensated labor by the Government, and by individuals universally adopted, and their enlistment as soldiers, they were all employed and all supported by their labor. With exception of the brief period when the enemy occupied a portion of country west of the Mississippi, there has not been a day when I would not gladly accepted ten, twenty, fifty thousand negroes, in addition to those I found here, from any part of the country. We had estimated their labor on Government plantations at near a quarter million dollars for the year.

The condition is now changed. I have in obedience to orders from the Government turned over to agents of the Treasury Department all plantations and plantation property.

The disposition of this property that is made is a matter of public interest. Those who have leased them prefer, in working them, the able-bodied men and women to the disabled and infirm. They are daily sifting them out, placing the helpless on plantations, as I am informed, that are and have been uncultivated.

I am officially notified of the fact that they are there. It is expected the military authorities are to support them.

To-day I received information that large numbers of negroes are coming into Brashear from the Teche country. They are, of course, nearly all incapable of providing for themselves. The rebels have run into Texas and Upper Louisiana all that are valuable. The Government finds itself in this position: The lessors of Government plantations and the enemy turn over to us all their helpless men, women, and children.

We turn over, very gladly, all plantation property to the Treasury Department. Does the support of the infirm and poor negroes go with the property to which they naturally belong, or is it a charge upon the army as military expenses, and fastened upon the War Department and paid out of the war estimates and appropriations? If the latter, I desire an order to that effect and means provided for defraying the cost.

It is a pressing and important subject here, increasing in magnitude daily, and [I] beg

instructions as to my course. The process pursued will bring us tens of thousands before winter is over.

II. When I assumed command of this department I found 11,000 families supported at the public expense. By exposing frauds, cutting off the contributions to families of soldiers in the rebel army, who do not seem entitled to support at our hands, and requiring our soldiers, where they are regularly paid, to support their families, I have reduced the number of families receiving rations to 5,500, instead of 11,000, and the number of rations from 143,000 to 72,250.

The coming winter will, I fear, be one of terrible suffering here. The people are becoming poorer every hour, and some supplies, as of coal and wood, are insufficient for the wants of the Government, to say nothing of the people.

Hitherto these expenses have been paid out of rents, contributions levied upon rebel property, &c.

This property is now turned over to the Treasury officers. I do not complain of this. The administration of these charities and providing for the negroes has been a labor of far greater intensity and suffering than the creation of an army and the conduct of campaigns. My inquiry is, ought not these charities to go with the only property out of which they can be properly paid? Ought the expense of supporting from six to ten thousand families, as will be this winter, to be considered as a part of my military expenses and charged to war appropriations? If it be so, I request that orders may be given without delay to that effect, and means provided therefor. The calls upon us are very urgent, increasing in number, and come from families hitherto beyond want.

I have the honor to be, with great respect, yours, &c.

N. P. BANKS,
Major-General Commanding.

A part of the anticipated increase in the number of families arises from the numbe that are evicted in the process of reducing the tenements to the possession of the Go ernment.

WAR DEPARTMENT,
Washington City, April 15, 1882.

Pursuant to section 882 of the Revised Statutes, I hereby certify that the annexed true transcripts from letter-books Department of the Gulf, in this Department.

In witness whereof I have hereunto set my hand and caused the seal of the War partment to be affixed on the day and year first above written.

[SEAL.] ROBT. T. LINCOLN,
Secretary of We.

[Headquarters Department of the Gulf, Nineteenth Army Corps.]

OPELOUSAS, *April* 23, 1863.

Maj. Gen. W. H. HALLECK,
General-in-Chief, Washington, D. C.:

GENERAL: Since my Nos. 9 and 10 of the 17th instant, I have had neither time to prepare formal dispatches, nor, until now, convenient opportunity for sending them; I have, however, endeavored to keep you constantly advised of our movements and their results by telegraph through General Sherman, commanding at New Orleans.

On the evening of the 17th, General Grover, who had marched from New Iberia by a shorter road and thus gained the advance, met the enemy at Bayou Vermillion. The enemy's force consisted of a considerable number of cavalry—about 1,000 infantry and six pieces of artillery—masked in a strong position on the opposite bank with which we were unacquainted. The enemy was driven from his position, but not until he had succeeded in destroying the bridge over the bayou by fire. Everything had been previously arranged for this purpose. The enemy's flight was precipitate. The night of the 17th and the whole of the next day were occupied in pushing forward with vigor the reconstruction of this bridge.

On the 19th the march was resumed and continued to the vicinity of Grand Coteau, and on the following afternoon our main force occupied Opelousas, the cavalry, supported by one regiment of infantry and a section of artillery, being thrown forward to Washington, on the Courtableau, a distance of six miles.

The command rested on the 21st; yesterday morning, the 22d, I sent out Brigadier-General Dwight with his brigade of Grover's division, and detachments of artillery and cavalry, to push forward through Washington towards Alexandria; he found the bridges over Bayou Cocodrie and Bœuff destroyed, and occupied the evening and night in replacing them by a single bridge at the junction of the two bayous; the people say that

the enemy threw large quantities of ammunition and some small-arms into Bayou Cocodrie, and that the Texans declared they were going to Texas; here the steamer Ware was burnt by the enemy, and the principal portion of her cargo, which had been transferred to a flat, captured by us; a dispatch was found by General Dwight, in which Governor Moore tells General Taylor to retreat to Alexandria, and if pressed to retire to Texas; General Dwight will push well forward to-day and probably halt to-morrow, to continue his march or return, according to circumstances.

A reconnoitering expedition sent out one day's march on the Texas road has discovered nothing of the enemy. This force consisted of the Fourth Wisconsin, Lieutenant-Colonel Bean, one section of artillery, and two companies of the Second Rhode Island Cavalry.

An expedition consisting of the One hundred and sixty-second New York, Lieutenant-Colonel Blanchard, one section of artillery, and Barrett's company B, First Louisiana Cavalry, accompanied by Captain Dunham, Assistant Adjutant-General and First Lieutenant Harwood, engineers (both of my staff), was sent out yesterday morning by way of Barre's Landing to examine the Bayou Courtableau in the direction of Butte a la Rose. Last night Captain Dunham reported the road impassable four miles beyond Barre's Landing, and that the expedition had captured the steamer Ellen in a small bayou leading out of the Courtableau. This capture is a timely assistance to us.

I informed you in my No. 9 that I had ordered the gunboats to take Butte a la Rose. This was handsomely done, without serious loss, on the morning of the 20th instant, by Lieutenant-Commander Cook, United States Navy, with his gunboats and four companies of infantry. We captured here the garrison of sixty men and its commander, two heavy guns in position and in good order, a large quantity of ammunition, and the key of the Atchafalaya.

I immediately sent the remainder of the regiment, part of which went up on the gunboats, to proceed to Butte a la Rose, the whole regiment to garrison that work and hold it to the last extremity.

This afternoon the steamer Cornie, which we captured at Franklin, has arrived at Washington with supplies, and the other boats are on the way. The depot will for the present be at Washington or Barre's Landing, and our communications will be by the Courtableau and Atchafalaya.

I have just learned from Major-General Augur, at Baton Rouge, that it is reported there, and believed by Commander Alden and himself, that Farragut has been re-enforced by five gunboats from Vicksburg, and has gone to the Red River and the mouth of the Atchafalaya. I hope General Augur will have had signal communication with the Admiral to-day.

I inclose for your information copies of two communications from General Grant, dated March 23, and received this instant, and copies of my replies.

I send a duplicate of my dispatch to General Grant by special messenger via New York.

If, as General Grant informs me, he can well spare me an army corps of 20,000 men, I earnestly request that that force may be sent to me at the earliest practicable moment, and I am strongly of opinion that it should join me on the Atchafalaya, and proceed through Grand River or Bayou Sorrel and Bayou Plaquemine to Baton Rouge. I can supply this re-enforcement from the moment it joins me on the Atchafalaya, provided it brings its own water transportation.

I hope not to be obliged to lose a moment in improving the decisive advantages gained in this section. We have destroyed the enemy's army and navy and made their reorganization impossible by destroying or removing the material. We hold the key of the position.

Among the evidences of our victory are 2,000 prisoners, two transports, and twenty guns (including one piece of the Valverdi Battery), and more than 1,000 stands of small-arms taken; and three gunboats and eight transports destroyed.

If the Government will send 20,000 more troops here I will take Port Hudson at once. If it will send the ironclads that were engaged at Charleston I will take Mobile, hold its forts, and close its harbor against the commerce that now pours into its gates in spite of the blockade.

Whether General Grant's forces join me or not I hope you will at least lend me a sufficient force from the Department of the South to decide matters finally in this department. I can send them back, if necessary, as soon as it is done.

If the necessary means are given at once, the opportunity for opening the Mississippi is in our hands.

I hope to be able to send a detailed report of our operations by the next mail.

I have the honor to be, General, very respectfully, your most obedient servant,

N. P. BANKS,
Major-General Commander.

[Headquarters Department of the Gulf, Nineteenth Army Corps.]

OPELOUSAS, *May* 4, 1863.

Maj. Gen. H. W. HALLECK,
Commander-in-Chief:

GENERAL: In the progress of this army I have deemed it expedient, in order to prevent a reorganization of the rebel army, to deprive the rebel government of all possible means of support, and to take possession of mules, horses, cattle, and the staple products of the country, cotton, sugar, and tobacco.

I have given the people to understand that those who are well disposed and entitled to the favor of the Government will receive compensation for this property according to its value in this country at the time of our arrival, with its restricted markets and liability to destruction by guerillas or confiscation by the Confederate Government. In round numbers I may say that 20,000 beeves, mules, and horses have been forwarded to Brashears City, with 5,000 bales of cotton and many hogsheads of sugar. Some protests have been received from those assuming to be French or English subjects against the possession of this property by the Government, but I have regarded it as a war measure and placed the protests upon file, without other responses than that I have stated above, verbally given to all these parties. I believe it will be expedient to adopt a different principle, and should we reach Alexandria under circumstances that will justify our holding that point for any length of time I propose to announce to the people that the Government of the United States will levy a contribution of 50 per cent. upon all the staple products of the country, cotton, sugar, and tobacco, and that subject to this contribution they will be permitted, without discrimination of persons, to transport their products to the markets of New Orleans, where they may be sold under the supervision of the Government, they receiving in Federal currency their proportion of the proceeds of sale. I believe that this policy will loosen from fifty to a hundred and fifty thousand bales of cotton. Had we force enough to hold this country for any length of time the revenue received by the Government would be enormous, the advantages to the people immediate and important, enabling them to protect themselves from starvation, which will inevitably be upon them within the coming year, and at the same time relieve the domestic and foreign manufacturers in a great degree of the cotton starvation under which they are suffering. I am aware that at first thought this may seem to be in conflict with the act of confiscation, but upon full consideration I am satisfied that it does not interfere with the policy of the Government. In the first place it is applicable only to perishable property. None of the property can be appropriated to the Government without the consent of the parties in interest, as it is possible for them in every instance to destroy it if they will. A large portion of it is hidden. Its discovery and transportation requires valuable time which the army can illy afford.

To prevent its destruction and to avoid the difficulties entailed by appropriating our transportation to this purpose, it will be necessary to give the people possessing it some interest in its preservation and sale, and this I am confident will secure both objects. A hundred thousand bales would yield to the Government a revenue of ten to twelve millions of dollars at present prices; it will yield to the people a larger interest than they can obtain from the Confederate Government, circulate through the State the Federal currency, and make them dependent upon our markets for the necessaries of life; it will go far toward restoring parties the most hostile to the restoration of the Government. It is problematical, of course, whether such a policy can be initiated, and if initiated, whether it will be successful. If opportunity offers, I shall try the experiment, and ask the instructions of the Government if it be thought to be inconsistent with its policy. I desire to say that thus far in the progress of the army, every dollar's worth of property, excepting that which has been taken by individual robbers in money and jewelry, who have been summarily punished therefor, has been scrupulously appropriated to the use of the Government; not a speculator nor a plunderer follows the trail of the army, and none will be permitted in this campaign.

I have the gratification of representing in the most unqualified manner the general desire of the people for the restoration of the Government; many thousands would gladly at once renew their obligations to its support did I encourage it; four hundred of our prisoners of war have voluntarily taken the oath of allegience, and there are manifestations of various kinds which show that the spirit of rebellion and the Confederacy has passed from the minds of this people. There is excellent opportunity, by a wise and conciliatory policy, to realize, in this quarter at least, the most sanguine expectations of the President.

On the march to this point I ordered the arrest of ex-Governor Mouton, who occupied the gubernatorial chair in 1845 and subsequently; he is a man of large influence and intelligence, and has wielded with an iron hand his power over the masses of the people in this part of the country; he was president of the convention that declared Louisiana

to have separated from the Union; his influence is still important, and at a time when the sentiments of the people were in transition from acquiescence in the Confederate Government and a recognition and renewal of their obligations to the Union, it seemed to me important that such a man should at least be quiet. I have ordered him therefore to be sent to New Orleans in the custody of the provost-marshal-general, with instructions to that officer to provide him comfortable quarters, but not to allow general intercourse with the people of that city, where he will remain until further orders from the Government. This is the only arrest made, except for crime.

The inclosed dispatch to the Secretary of State I beg may be transmitted to his Department.

I have the honor to be, very respectfully, your most obedient servant,

N. P. BANKS,
Major-General, Commanding.

[Headquarters Department of the Gulf, Ninteenth Army Corps.]

OPELOUSAS, *May* 4, 1863.

Maj. Gen. H. W. HALLECK,
General-in-Chief, U. S. A., Washington, D. C.:

SIR: On the 20th of April Butte-a-la-Rose was captured by the gunboats attached to the fleet of this department, orders having been sent to make an attack from these headquarters. From that date, by some unaccountable and unexplained delay, not the slightest effort was made to open the Atchafalaya, or to penetrate the Courtableau to the headquarters of my corps at Opelousas. The first boat that opened the Courtableau to Washington was the Cornie, a little transport steamer that we had captured from the enemy at that bayou. But for this delay communication would early have been opened with Admiral Farragut, and my command would have continued to march. On the 2d instant communication was opened with Admiral Farragut, at the mouth of Red River, by aid of the gunboat Arizona, Captain Upton commanding, accompanied by Captain Dunham of my staff. Copies of my communications to the admiral are inclosed. I solicited his co-operation in the movement upon Alexandria, the possession of Red River being necessary for the security of our means of supply. He had been waiting anxiously for two or more boats that had passed the batteries at Vicksburg, but up to this date they had not joined him. He feared he would not receive assistance from that quarter. It appears that they were engaged in a cannonade upon the batteries at Grand Gulf. He said if he could be supported by the gunboats on our line he would undertake to move against Alexandria in co-operation with the army. We have made every possible exertion; I have been upon the Atchafalaya myself one or two days to hurry forward the boats. Three of them have joined the admiral; two others will join him at the close of this week, giving him a force sufficient for his purpose, we believe. But I still have hopes that some of Admiral Porter's boats will join him in the expedition. He anticipates, as you will see by copies of the dispatches inclosed, that Kirby Smith, with a force of 15,000 men, will go down the Black River in transports. He will send his boats to the mouth of that river to intercept them, should they reach him in time.

It is quite possible, however, for Smith to leave the Washita at Monroe, and march to Shrevesport or Copenhagen or Harrisonburg on the same stream, and march to Alexandria, avoiding thus the mouth of Black River. Could we be joined by a force of 20,000 men from Grant, which he could well spare if he had transportation for them, and the boats that have all passed the batteries at Vicksburg, we could permanently hold and control the entire territory west of the Mississippi. The ultimate and not distant evacuation of Port Hudson and Vicksburg would be certain, and the capture of the whole or part of the force of each fortress be most probable. I still hope that we may adopt the policy of concentrating our forces. A dispatch this morning received from Baton Rouge announces the fact that a regiment of cavalry nine hundred strong, with a battery of artillery, under command of Colonels Grierson and Prince, left La Grange, near Memphis, in Tenn., arrived in Baton Rouge on the 2d instant, after a march of seventeen days, and with a loss of only four men, destroying large quantities of provisions, burning many bridges, cars, and engines, and capturing and paroling 1,600 prisoners, If the colonel would join us at Alexandria we could capture the legislature, which commences its session this month at Shrevesport, or compel their adjournment to Texas. I shall invite him to do so, assuring him that in that event he may return by the Black River through Illinois, Arkansas, Kentucky, to Tennessee. My command moves this morning in the direction of Alexandria, General Dwight's brigade of Grover's division in the advance. The other divisions will move forward to-morrow. The purpose of the movement is to ascertain definitely the strength and purposes of the enemy at Alexandria, and to occupy that place or not, as events justify. I will report to you regularly our progress and results. Brigadier-General Emory leaves his division this day on account of severe illness and

goes to New Orleans for twenty days. His division is placed temporarily under command of Brigadier-General Weitzel, Weitzel's division in the mean time being ordered to report to General Dwight in the advance.

I have the honor to be, with much respect, your obedient servant,

N. P. BANKS,
Major-General, Commanding.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 19, 1863.

ADJUTANT-GENERAL OF THE ARMY,
Washington, D. C.:

GENERAL: I deem it my duty to report for the information of the War Department the recent action taken by the United States district court in this city in reference to the prize-steamer Alabama now in the transport service of the army.

When Major-General Banks left this place on the 26th ultimo for the Rio Grande, he directed me to remain at these headquarters and carry out such directions as he had given and would give me. Among the important duties with which I was charged was that of forwarding troops and supplies in case he should call for them. On the arrival of the first return steamer from the expedition I learned that artillery was greatly required, and while I had an excellent battery ready I had no means of transporting it with its men and horses. On the 9th of November I directed the quartermaster's department to purchase the prize-steamer Alabama, which I understood had been condemned and ordered sold. On the 10th instant I was informed that the commodore of the Western Gulf squadron had secured her for the naval service.

I immediately applied to Commodore Bell, asking him to lend her to the army for the period of a month, and during the evening of the 10th receiving an answer that he consented; notwithstanding the consent of the commodore reached me only about nightfall I caused workmen to be placed at once on board of her, and repairs and preparations were carried on uninterruptedly throughout the night of the 10th and the day and night of the 11th, and on the morning of the 12th she was ready for sea, with boilers repaired, stalls for horses erected, coal partly on board, &c. She was expected to sail shortly afternoon, and get over the river and to sea that night.

Greatly to my astonishment and regret a report was brought to me about 10 o'clock a. m. on the 12th, that the United States marshal for the district of Louisiana had appeared on board of the steamer, accompanied by several deputies, had taken possession of the ship, ordered all work on her to cease, and driven off all the mechanics, officers, and coalers, using violent language against the military authorities, and saying he would teach these military men not to ride over the courts, &c. Captain McClure, assistant quartermaster, went on board and found all work suspended and three deputy marshals in charge of the steamer. He requested permission to go on with the work, and was told that not a blow could be struck until the vessel was paid for. Meantime the report having come to me, I deeply regretted any chance for collision with civil authorities, but deemed it necessary to push the re-enforcements forward to General Banks at all hazards, and foreseeing great and perhaps disastrous delays in stopping to argue with excited civilian officers, I ordered a discreet officer (Lieutenant-Colonel Albert, assistant inspector-general) to proceed to the steamer with a guard of twenty soldiers, to arrest any persons on board interfering with the preparations and repairs, and to restore the workmen to their duty. All this time I had supposed that the military authorities had lawful possession of the steamer under the authority of Commodore Bell, from whom I had borrowed her, and with the consent of the court which had ordered her transfer to the Navy.

Lieutenant-Colonel Albert performed his duty satisfactorily, and arrested three deputy marshals, whom he brought to my office after having re-established order and industry on the steamer. Meantime I addressed a respectful letter to his honor the judge of the district court, expressing my concern that there should have been any misunderstanding, informing him of the necessity which existed of the steamer's promptly leaving with the re-enforcements for General Banks, stating to him that I had been in peaceable possession of the vessel for more than thirty-six hours before the violent action of the marshal, and, as I supposed, with his full concurrence and approval; that nothing could be more regretted by the military authority than a conflict with or a seeming disrespect to the honorable court; but that under any circumstances the steamer must remain in my possession and go to sea with troops on board as quickly as possible. It was a case of necessity. To this letter the honorable judge made no reply; but later the United States district attorney wrote to me that the judge was ill, and that the steamer had not yet been paid for by the Navy, and, therefore, was still in the custody of the court. To this letter I wrote a respectful reply. The steamer, after a delay of one day, by reason of the interruption of the work of preparation, was duly dispatched to Brazos with the re-enforcements and sup-

plies. On the day following I received a summons to appear before Hon. Mr. Durell, United States district court judge, on the 18th of November instant, and show cause why I should not be fined and imprisoned for contempt of court in having seized said steamer from the custody of the marshal and arresting his officers.

On the 18th instant I presented myself in court and made a statement of the fact as herein related, stated my responsibilities, and the necessity of the action taken, and disclaimed any intent to be disrespectful to the honorable court. I regret to state that the course pursued in court by the district attorney was very far from conciliatory. He strained every point to make out a case of disrespect, while I constantly disclaimed for myself and the military authorities of the department any such attempt. He insisted upon calling testimony to prove the points admitted in open court by me, and although I represented that my time at that moment was valuable, and my absence from duty in my office was much detriment to the course of business that only a desire to show perfect respect to the court could have induced me to be present myself even for a quarter of an hour, I was detained there two hours and made to listen to a long argument from the district attorney in the endeavor to fabricate a case of contempt. The honorable judge dismissed the case, after administering a long reprimand to me for my ignorance of the law, apparent desire to override the civil authority. I made no answer either to the long argument of the district attorney or the reprimand of the judge, being quite content, so far as the public service was concerned, that my action had caused the re-enforcements to go forward to the commanding general without any loss of time, due to my action, or want of action. I am constrained to say that the whole affair produced upon my mind the impression that the judge, district attorney, and marshal seemed more anxious to maintain a false appearance of maintaining dignity and making newspaper reputation for courage and eloquence than to strengthen and support the military power of the country and to contribute to military success, now so necessary to the country. So strongly was this impression upon me that had the commanding general himself been present, I should have felt myself constrained to advise him to ship the whole court to Washington.

I have the honor to be, General, very respectfully, your obedient servant,

C. P. STONE,
Brigadier-General, Chief of Staff.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, March 18, 1864.

Maj. Gen. H. W. HALLECK,
General-in-Chief, Washington, D. C.:

SIR: I have the honor to inclose for your information copies of dispatches which reached me yesterday morning, announcing the capture of Fort De Russy, on the 14th, by General A. J. Smith's division, and of Alexandria by the co-operation of naval forces.

The army in Western Louisiana, consisting of the first division of the Nineteen Corps, the third and fourth divisions of the Thirteenth Corps, and the cavalry division, with several regiments of the Corps d'Afrique, was to have moved from Franklin on Alexandria early last week, but its march was interrupted by a severe rain storm rendering the roads wholly impassable. The movement was, however, commenced on the —th. The whole force was in motion beyond New Iberia, and my headquarters were en route to join the expedition, when the inclosed dispatches arrived.

Leaving General Franklin to continue his march as expeditiously as possible to Alexandria I shall proceed immediately to that point.

Very respectfully, your obedient servant,

N. P. BANKS,
Major-General, Commanding.

NOTICE THAT CLAIMANTS HAVE CLOSED TESTIMONY.

Filed July 5, 1882.—*W. F. P., Sec.*

JULES PERRODIN vs. THE UNITED STATES. } No. 90.

SARAH ARNAUD vs. THE UNITED STATES. } No. 251.

WASHINGTON, *May* 15, 1882.

Take notice that the claimants in the above-entitled cases have closed their testimony.
June 3, 1882.

ALEX. PORTER MORSE,
Assistant Counsel for the French Republic.
T. H. N. McPHERSON,
Special Counsel.

To the Agent and Attorney of the United States.

DEPOSITION OF COL. S. B. HOLABIRD, WITNESS FOR UNITED STATES.

Filed December 29, 1882.—*W. F. P., Sec.*

JULES PERRODIN vs. THE UNITED STATES. } No. 90.

COMMISSION, NOTICE.

Interrogatories to be propounded to and answered under oath by Col. S. B. Holabird, a witness on the part of the United States.

Int. 1. Please state your name, residence, and present occupation.

Int. 2. Were you in the military service of the United States during the year 1863? If so, please state where you were on duty during that year, and the nature of your duties.

Int. 3. If, in answer to direct interrogatory No. 2, you answer that you were the chief officer of the quartermaster's department at New Orleans, and had charge of captured property, especially cotton, please state whether that cotton was disposed of under your supervision; and, if so, state what the cotton taken during the year 1863 produced net per pound to the United States.

Int. 4. The following extract is taken from an indorsement made by you on the claim of Augustin Habert, No. 600 (pp. 80, 81), recently disposed of by this commission: "N. O., La., July 30, 1864. The cotton taken in that year (1863) produced net only 37 cents per pound. Signed, S. B. Holabird;" please state whether that statement is true and correct, to the best of your knowledge and belief.

W. H. EDWARDS,
Assistant Counsel for the United States.

JULES PERRODIN vs. THE UNITED STATES. } No. 90.

Cross-interrogatories of the claimant by his special counsel, to be propounded to and answered under oath by Col. S. B. Holabird, a witness on the part of the United States.

First objection.—The claimant objects to the examination of this witness if he is produced for the purpose of showing that the cotton taken in the year 1863 produced net only 37 cents per pound, as not competent evidence, for the reason that the value of the cotton can only be determined by testimony showing its market value, or the market value of similar cotton when it was seized, and not for the price which the witness may have sold it for.

Second objection.—If this witness testifies that the cotton taken in the year 1863 produced net only 37 cents per pound, it is objected to as irrelevant and immaterial in determining the value of the claimant's cotton, and especially items 3 and 4 in this case, as said items were taken and used in the field by the army, and were not subject to transportation and sale, and their value can only be established by showing the market value for the same products when they were taken and used, as appears by the price current submitted in evidence by stipulation. (See record, pp. 65, 66.)

Cross-int. 1. Were you in a position to know the market value of cotton in New Orleans in the year 1863?

Cross-int. 2. If you say that you knew the market value of cotton in New Orleans in the year 1863, will you please examine the following prices of cotton submitted in evidence by the United States, and state if it is a correct report of the price of cotton for the period covered?

(See "comparative prices of middling cotton at New Orleans on the first day of each month during a period of five years," record, pages 65, 66.)

T. H. N. McPHERSON,
Special Counsel.
GRIMAUD DE CAUX,
Agent.
Per CHAS. A. DE CHAMBRUN,
Counsel for the French Republic.

S. B. HOLABIRD, colonel and brevet brigadier-general United States Army, of the city of Philadelphia, aged —— years or thereabouts, being produced, sworn, and examined on behalf of the defendant, deposeth as follows:

To the first interrogatory on the part of the defendant he answers as follows: S. B. Holabird, colonel and brevet brigadier-general United States Army, now stationed at Philadelphia, on duty in the quartermaster's department at No. 1139 Girard street; residence, No. 4303 Spruce street.

To the second interrogatory on the part of the defendant he answers as follows: I was in the military service of the United States during the entire year 1863 as colonel United States Army and chief quartermaster of the Military Department of the Gulf, headquarters at New Orleans, La., where I was on duty continuously when not in the field in that military department.

To the third interrogatory on the part of the defendant he answers as follows: As chief officer of the quartermaster's department, most of the captured and abandoned property that fell into the hands of the army was turned over to the department of which I had charge, and in that way it came under my control and responsible supervision; this property included cotton, sugar, and other captured or abandoned property; the cotton thus captured was disposed of by officers under my orders or supervision; in making settlement for the proceeds of sale of a portion of this cotton with loyal claimants it became necessary to ascertain the average net price of the cotton sold on account of the United States quartermaster's department during the year 1863 at New Orleans; this net price was determined under my direction, and found to be 37 cents per pound for that year on the basis of our sales made for the quartermaster's department at New Orleans.

To the fourth interrogatory on the part of the defendant he answers as follows: That statement is true and correct to the best of my knowledge and belief.

To the first cross-interrogatory on the part of the plaintiff he answers as follows: I was, as I have stated in answer to the third interrogatory on the part of the defendant.

To the second cross-interrogatory on the part of the plaintiff he answers as follows: I have looked at the tabular statement purporting to give the market price of cotton in New Orleans in 1863, and am unable to say whether it be correct or otherwise.

S. B. HOLABIRD.

Sworn and subscribed before me this 11th day of December, A. D. 1882.

CHARLES GILPIN,
United States Commissioner.

Certificate.

DOCUMENTARY EVIDENCE FOR UNITED STATES.

Filed January 3, 1883.—*W. F. P., Sec.*

JULES PERRODIN *vs.* THE UNITED STATES. } No. 90.

THEODORE VALLADE *vs.* THE UNITED STATES. } No. 214.

EUGENIE GIRAUD *vs.* THE UNITED STATES. } No. 477.

W. F. PEDDRICK, Esq., *Secretary, &c.:*

You are requested to file the accompanying documents (pages 1–43 inclusive) with the papers and proofs in the above-entitled cases.

W. H. EDWARDS,
Assistant Counsel for the United States.

In the Court of Claims.

JULES PERRODIN *vs.* THE UNITED STATES. }

To the honorable judges of the United States Court of Claims:

The petition of Jules Perrodin, who resides in the parish of Saint Landry, in the State of Louisiana, respectfully represents:

That he is an alien, a subject of the Emperor of the French, and although a resident, has never been naturalized a citizen of the United States; that he has resided many years in the United States, and has not in any way voluntarily aided, abetted, or given encouragement to the rebellion against the Government of the United States.

Your petitioner further shows that on the 16th day of May, in the year 1863, he was residing, and had then for many years resided in the aforesaid parish and State, viz, Saint Landry, in the State of Louisiana, and was then and there the true, lawful, and *bona fide* owner of 315 bales of cotton, of which he was then and there in peaceable and quiet possession as owner; but that on the day and date aforesaid an agent of the United States, to wit, Lieut. Col. J. D. Sergeant, of the volunteer forces of the United States, forcibly, illegally, and against the consent of your petitioner, deprived your petitioner of his possession of the said 315 bales of cotton, on the false and illegal pretext that the said cotton was abandoned by its owner and was the property of enemies of the United States.

And your petitioner further shows that on the said 16th day of May, 1863, the officers and agents of the United States took possession of 22 other bales of cotton, the property of your petitioner, forcibly, illegally, and against his consent, under the same false and illegal pretext that the said 22 bales of cotton were abandoned by the owner and were the property of enemies of the United States.

And your petitioner further shows that on the — day of October and the — day of November, in the year 1863, the agents and officers of the United States forcibly and illegally took possession of 23 bales of cotton, the property of your petitioner, against his consent, and under the same false and illegal pretext that the said cotton was abandoned by the owner and was the property of enemies of the United States.

And your petitioner further shows that the said cotton, as he is informed and believes, and so affirms it to this court, was delivered to the agents of the Treasury of the United States, and by them sold, and that the proceeds thereof, amounting to $97,200, were deposited in the Treasury of the United States, where it now remains, by reason of all which the United States have become liable to pay to him, and are now justly and legally indebted unto him in the said sum of $97,200 with interest.

And your petitioner further shows that in the month of March, in the year 1864, in the parish of Saint Landry, and State of Louisiana aforesaid, your petitioner was the owner of and as such was in the peaceable and quiet possession of 8 hogsheads of sugar, weighing 9,000 pounds, and worth 23 cents a pound, making an aggregate value of $2,215, and that the agents and officers of the United States then and there forcibly and

illegally, and against the will and consent of your petitioner, took possession of and carried off the said 8 hogsheads of sugar, so that your petitioner was thus deprived of his property, which never has been restored to him, nor the value thereof, whereby the United States became liable to pay him the value thereof, and now are justly and legally indebted to him for the value thereof, with interest, to wit, the sum of $2,215, with interest.

Wherefore your petitioner prays, the premises being duly considered, that in due course of proceeding this petition may be notified to the officer authorized and appointed by law to represent the interests and defend the cause of the United States in this honorable court, and that he be required to demur to or traverse this petition within the legal delays, and that after due proceedings shall have been had there may be judgment in favor of your petitioner and against the United States in the full sum of $99,415, with interest as aforesaid, from the dates of the illegal takings aforesaid; and he prays for all such other relief, aid, remedy, and process as the nature of his case may require and law permit.

THEO. H. N. McPHERSON,
THOMAS J. DURANT,
Attorneys of Petitioners.

DISTRICT OF COLUMBIA,
Washington County, ss:

Theodore H. N. McPherson, being duly sworn, says that he holds a special power of attorney in writing from the above-named petitioner, who is now absent from this city and in Louisiana; that no assignment of the claim set forth in the above petition or any part thereof or any interest therein has been made, except as in said petition stated; that said petitioner is justly entitled to the amount claimed from the United States, after allowing all just credits and offsets, and that all the facts stated in said petition are true.

THEO. H. N. McPHERSON.

Sworn to and subscribed before me this 19th day of August, 1868.
[L. S.]

EDM. F. BROWN,
Commissioner of the Court of Claims.

United States Court of Claims, December term, 1871.

JULES PERRODIN *vs.* THE UNITED STATES. } No. 3546.

Amended petition.—Allowed on motion made May 13, 1872.

"And your petitioner further showeth, that if there has been a lawful capture of the said property herein set forth, as he understands is asserted by the United States, he is entitled to receive the net proceeds of it under the provisions of the third section of the act of Congress, approved March 12, 1863, entitled 'An act to provide for the collection of abandoned property, and for the prevention of frauds in the insurrectionary districts within the United States,' and if the said property was lawfully captured he claims the benefit of the said act."

T. H. N. McPHERSON.

DISTRICT OF COLUMBIA,
County of Washington, ss:

Theodore H. N. McPherson, attorney in fact, especially empowered, being duly sworn, says the facts contained in above amended petition are true.

Sworn to and subscribed before me this 22d day of November, 1872.
[L. S.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Filed November 22, 1872.

United States Court of Claims, December term, 1869.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 3546.

Evidence for claimant.—Filed June 18, 1869.

Deposition of ACHILLE BABINEAU for claimant, taken at Opelousas, La., on the 29th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and in what degree you are related to the claimant.—A. My name is Achille Babineau; I am a planter; I am fifty-seven years of age; my residence the past year has been in the parish of La Fayette, Louisiana; I have no interest, direct or indirect, in the claim which is the subject of inquiry; I am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, counsel for claimant, the witness says:

It is to my knowledge that claimant had at Mr. Thelismar Guidry about 30 or 40 bales of cotton; Mr. Guidry resides on Carancro, in the parish of Saint Landry; in October and November, 1863, I managed the plantation of Thelismar Guidry, and also Ben Guidry, living at Ben Guidry's; the distance between Thelismar Guidry and Ben Guidry is about six acres. In October and November, 1863, the Federal troops under General Grover camped upon those two places, and after the battle of Bayou Bourbeux they took lots of the cotton in the seed at Thelismar Guidry's plantation; this cotton was used to make bedding for the wounded soldiers; this cotton was put in mattresses and emptied in the house of Mr. Thelismar Guidry; I can't state how much of said cotton was taken by the Federal troops; they remained there about eight days; I saw other cottons wasted in the yard and in the prairie; said cotton was not paid to me or Mr. Thelismar Guidry; all the cotton on Mr. B. Guidry's belonged to claimant.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

Q. Please state what you know of your own knowledge relative to the ownership by claimant of the cotton spoken of.—A. I was not present when the cotton was sold; but I always heard by Mr. G. Guidry that he sold his cotton to claimant; the cotton in the seed only was taken by the Federal troops; said cotton was left by the Federal troops on G. Guidry's plantation.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question. If you do, state it fully.—A. I do not.

his
ACHILLE + BABINEAU.
mark.

Deposition of THELISMAR GUIDRY for claimant, taken at Opelousas, La., on the 29th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and in what degree you are related to the claimant.—A. My name is Thelismar Guidry; my occupation that of a planter; I am thirty-eight years of age; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

On the 12th of September, 1862, I sold twenty bales of cotton, of 400 pounds each, to claimant, the said cotton being then in the seed; I obligated myself to gin it for him, and on the 11th of March, 1863, I also sold to him 18,000 pounds of cotton in the seed; I was paid for at the time of the sale; I was not at home in the fall of 1863; I was in the Confederate States service; I passed at home in the latter part of 1863, after the Federal troops had left; I saw then cotton wasting in the yard and in the prairie; I noticed that the cotton I had sold to claimant was missing in my cotton-house; I cannot say exactly how much of said cotton was missing; I judge about one-half out of the two lots of cotton sold by me to claimant; he got about fifteen or eighteen bales; it was about the close of the war.

Cross-examined by WILLIAM FESSENDEN, Esq., counsel for the United States:

At the time I sold the cotton to claimant he lived in the town of Opelousas; he was a ıerchant; claimant has lived in this parish since and before the commencement of the ›bellion; claimant paid me in Confederate money, at the rate of 9 cents per pound for ne lot, and for the other at the rate of $30 a thousand; I went into the Confederate rmy in September, 1861, and remained until the close of the war; I live from Opelousas bout twelve miles; I was at home on furlough when I sold said cotton; I sold to claim-ıt all the cotton I had at the time; all of said cotton was raised in the year 1861; I was ı my plantation two or three days after the Federal troops had left there; I was there y myself.

Re-examined by HENRY L. GARLAND, Esq., counsel for the claimant:

At the time I sold the cotton to claimant I was owing him, and after deducting the nount of the accounts I received the balance due me in Confederate money.

Second interrogatory by the parish judge: Do you know of any other matter rela-ve to the claim in question? If you do, state it fully.—A. I do not.

THELISMAR GUIDRY.

eposition of STANY ALLWATCHES for claimant, taken at Opelousas, La., on the 29th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occu-ıtion, your age, your place of residence the past year; whether you have any interest, rect or indirect, in the claim which is the subject of inquiry, and in what degree you e related to the claimant.—Answer. My name is Stany Allwatches; my occupation ıat of a laborer; I am fifty-two years of age; my place of residence the past year has ›en in the parish of Saint Landry; I have no interest, direct or indirect, in the claim hich is the subject of inquiry, and I am not related to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the wit-›ss says:

I lived at Mr. Francois Vautrot in this parish in the years 1862 and 1863; I was then slave of Mr. Vautrot. Mr. Vautrot had 98 bales of cotton at the beginning of the ar; I heard him say that he sold his cotton to claimant. (Objected by counsel of the nited States to the introduction of the declaration of Mr. Vautrot.) I saw the Fed-al troops take said cotton. It was taken by Captain Pope, whom I knew, because he as often at the house of Mr. Vautrot; said cotton was carried to Barre's Landing—the hole lot of said cotton was taken. Mr. Vautrot was at home at the time. This cot-n was taken when General Banks first came here. Mr. Vautrot has left this country; › said he was going to Brazil.

Cross-examined by WILLIAM FESSENDEN, Esq., counsel for the United States:

Mr. Vautrot lived in this parish until after the war had closed; he was a planter; he ıd ten grown slaves, and children besides; his plantation is 6 miles from Opelousas; so 6 miles to Barre's Landing. Mr. Vautrot's plantation had no particular name. he cotton above alluded to was raised at the commencement of the war. Said cot-m was baled; I do not remember if it was marked. I know there was 98 bales of ›tton, because I baled them and counted them. They were under a shed in the ›ld about 20 steps from the gin-house. I was on the plantation when the Federal oops first came there; the only troops that came were those that came in with the agoners and a few that came to help loading the wagons. Mr. Vautrot was at home the time he delivered the cotton. I did not go to Barre's Landing with the cotton. do not know if the cotton went to Barre's Landing, but it took that direction. It ok the wagons two or three days to haul the cotton. The Federal troops were two or ıree weeks in the parish before they came to Mr. Vautrot's plantation. The Federal oops remained in the parish a week or two after the cotton was taken away. Mr. autrot was at the time about fifty years old; he had a family, his wife and one son; is son was then seventeen years old; he was not in the Confederate army. I do not now if Mr. Vautrot was in favor of the Confederate Government. I never heard him ›y. I saw Captain Pope on the plantation, to be sure, once. I knew his name at that me—I knew his name by hearing others call him Captain Pope. I brought corn to pelousas by order of the Confederates; the corn was from Mr. Voutrot's plantation; I ought about eight barrels. Mr. Vautrot was at home at the time; he did not tell me › bring the corn. The men who came after the corn told me Mr. Vautrot knew it; he id not tell me anything about it.

Second general interrogatory by the parish judge. Do you know of any other matter ›lative to the claim in question? If you do, state it fully.—A. I do not.

his
STANY + ALLWATCHES.
mark.

Deposition of SIMON CHRETIEN for claimant, taken at Opelousas, La., on the 29th day of December, 1868.

First general interrogatory by the parish judge. Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether, and in what degree you are related to the claimant.—A. My name is Simon Chretien; my occupation is that of a laborer; my age is thirty-five years; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, witness says:

I lived at Mr. Francois Vautrot in the parish in the years 1862 and 1863; I was then his slave; Mr. Vautrot had on his place 98 bales of cotton; I know he sold said cotton to claimant; said cotton was taken by order of Captain Pope, the first time the Federal troops came here; Mr. Vautrot has left the country; he is gone to Brazil; the cotton was taken to Barre's Landing.

Cross-examined by WILLIAM FESSENDEN, counsel for the United States:

There was other cotton on Mr. Vautrot's plantation, but it was not ginned in 1862 and 1863; the 98 bales of cotton were ginned the year before the Federal troops came here; I know there were 98 bales of cotton, because I counted them several times; I can't tell if the cotton was marked.

Q. What do you know of your own knowledge relative to the ownership of said cotton when it was taken away from Vautrot's plantation?—A. I know nothing of my own knowledge except what Mr. Vautrot told me; I did not go to Barre's Landing with the cotton; the cotton took the direction of Barre's Landing; it could not go to no other landing but that one; I saw the cotton taken away; Mr. Vautrot was at home at the time; three wagons came to take the cotton; Vautrot's plantation to Barre's Landing is little over 4 miles; I took no notice how many bales each wagon was loaded with; the wagons came there twice a day; I saw them haul one day and a half; I did not see them haul the whole of the cotton; I left the plantation before they finished hauling the cotton; the cotton was in the field close to the gin-house.

Re-examined by HENRY L. GARLAND, counsel for the claimant:

Q. At what time did Mr. Vautrot tell you that the cotton belonged to claimant, which was taken as above stated by the Federals?

(Objected to by William Fessenden, counsel for the United States.)

A. After the Federals had taken the cotton, when I left the plantation, I went to a neighbor close by.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question; if you do, state it fully?—A. I do not.

his
SIMON + CHRETIEN.
mark.

Deposition of PIERRE L. GUIDRY for claimant, taken at Opelousas, La., on the 29th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree are you related to the claimant. ?—A. My name is Pierre L. Guidry; my occupation now that of a carpenter; I am fifty-five years of age; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

In 1862, on the 15th of April, I sold to claimant nine bales of cotton. I delivered said cotton to him in Opelousas.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

I raised the nine bales of cotton myself; I had a plantation at that time; I raised said cotton in the year 1861; I made the trade with claimant in the town of Opelousas; I believe claimant paid me 9 cents per pound; I received no money from claimant; I was owing him, and I gave him the cotton in order to pay him; I brought the cotton to

claimant soon after I sold it; I delivered the cotton to claimant in the town of Opelousas; I believe the cotton was marked, as much as I can recollect, P. L. G. to the best of my recollection.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

PIERRE L. GUIDRY.

Deposition of ONEZIME L. GUIDRY for claimant, taken at Opelousas, La., on the 29th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Onezime L. Guidry; my occupation is that of a planter; I am fifty-seven years old; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, counsel for the claimant:

Q. Do you know that claimant had a lot of seven bales of cotton on the plantation of Hypolite A Guidry in May, 1863?—A. I knew it from the declaration of Mr. Hypolite A. Guidry.

(Objected to by WILLIAM FESSENDEN, Esq., counsel for the United States.)

I know that said cotton was taken by the soldiers and officers of the United States Army; I was present at Mr. Hte. A. Guidry's when the cotton was taken on; I can't tell if any receipt or money was left for the cotton; I don't know what disposition was made of it; I don't know the name of the officers who took the cotton.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

I do not know if said seven bales of cotton were marked. I cannot tell if there was any other cotton on the plantation of Mr. Hte. A. Guidry at the time. Mr. Hypolite A. Guidry was in the Confederate army at the time said cotton was taken.

Second general question by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

O. L. GUIDRY.

Deposition of widow LOUIS VALIEN for claimant, taken at Opelousas, La., on the 30th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Widow Louis Valien; my occupation that of a planter; my age is sixty-four years; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says: I have sold to claimant in December, 1862, 24 bales of cotton; that lot of cotton remained on my plantation from the time I sold it until it was taken, and I am well satisfied that said cotton was taken the first time the Federal troops came here under General Banks; the cotton was taken by Captain Pope, who came back here after the war and told me that my cotton taken during the war would be paid for.

(Objected to by counsel for the United States, from the words, and told me, &c., to the conclusion of the sentence.)

At the time the cotton was taken my son was then living at my house; no receipt was given to me or offer made to pay for said cotton; I do not know how a receipt was given to my son or an offer made to pay him; the cotton was left at my house by claimant, because Barre's Landing was the nearest shipping port from my house; the cotton was paid for by claimant before it was taken by the Federal troops.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

I raised the cotton myself on my plantation. I believe it was in 1861. Said cotton was raised by my own slaves. I traded with claimant for the cotton at his own store; it was sold for 12½ cents per pound. I took the whole amount of the cotton in claimant's store. The cotton was weighed when sold; it weighed 10,517 pounds. It was weighed by Mr. Vautrot and Duffy. I live about 5 or 6 miles from the town of Opelousas. The cotton was marked O. L. V. or V. L. V. I don't think I lived more than 5 miles from Barre's Landing; I am not positive. When my son died he was about forty-five years

old. He died during the war. He lived with me on my plantation. My son died while in the Confederate army. My plantation belonged to me at the time of the war. It has been sold since. The plantation I owned during the war use to belong to my father. I inherited it from him at his death. There was other cotton on my place when the twenty-four bales were taken by the Federal troops, but it belonged to Mr. Lemon, and was also taken by the Federal troops. I do not recollect how many bales Mr. Lemon had; I believe about five or six bales. Said cotton was raised by Lemon on my place. I let him have a piece of land to cultivate. When I sold claimant my cotton it was ginned and baled.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—Ans. I do not.

her
WIDOW LOUIS + VALIEN.
mark.

Deposition of CYPRIEN DAMAS for claimant, taken at Opelousas, La., on the 30th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your place of residence the past year, your age; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.—A. My name is Cyprien Damas; my occupation is that of field laborer; my residence the past year has been in the parish of Saint Landry; I am thirty years of age; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

I was a slave of Widow Louis Valien before emancipation; I lived with her up to 1863, when the Federal troops first came here; I know that there were bales of cotton on Mrs. Valien's plantation at that time; I can't say how many bales; all the cotton that was there has been taken away; I do not know the names of the persons who took the cotton, but I know it was taken by the Federal troops; I was present on the plantation when the cotton was taken; the persons taking the cotton neither give receipt or paid therefor to me or any other person that I know; I do not know where the cotton was taken to.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

Mrs. Valien had then about twelve slaves; her son did not have any; at that time Mrs. Valien had no other children but her son; she had lost them; I never left Mrs. Valien's plantation when the Federals came; I remained until the year after; afterwards I lived with Joseph Gonor; I left Mrs. Valien a year after the war was over.

Re-examined by HENRY L. GARLAND, counsel for the claimant:

I remained with Mrs. Valien until the war was over.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question; if you do, state it fully?—A. I do not.

his
CYPRIEN + DAMAS.
mark.

Deposition of JOSEPH G. HIGGINBOTHAM, for the claimant, taken at Opelousas, Louisiana, on the 30th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Joseph G. Higginbotham; my occupation that of a planter; I am thirty-one years old; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, counsel for the claimant, the witness says:

As the agent of Mrs. Percy Breaux, my mother-in-law, I sold to claimant in January, 1862, sixteen bales of cotton; I do not remember if said cotton was marked; I believe it was; and about the same time as agent of my mother, Widow G. Higginbotham, I sold seven bales to said claimant; I think said seven bales were marked with her initials V. G. H.; I don't recollect if said two lots of cotton were delivered at the gin-house or in the town of Opelousas; the lot belonging to my mother I am certain was delivered to Hte. A. Guidry's gin.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

Mrs. Breaux raised the 16 bales of cotton herself; she owned a plantation about 11 miles from Opelousas in this parish; at the time of sale Mrs. Breaux was a widow; she had two children at the time; one was about 20 years old and the other 16 years; her husband has been dead about seven or eight years ago; Mrs. Breaux's plantation on which said cotton was raised was located on railroad land; she has no title for it; she raised said cotton with her own slaves; her children had no interest in those slaves; one or two of said slaves were owned by her husband before he died; he left no will at his death; Mrs. Breaux's children might have an interest in said two slaves, but I do not know; Mrs. Breaux had fourteen slaves; said 16 bales were raised in the year 1861; I had no written authority from my mother-in-law to sell said cotton; at the time she had no other cotton; when I made the bargain with claimant the cotton was at Mr. Hte. A. Guidry's gin; the cotton was baled at the time; Mr. Hte. A. Guidry's gin is about 12 miles from the town Opelousas; I made the bargain with claimant at his store in the town of Opelousas; claimant gave ten cents per pound for the cotton; I do not remember if I agreed to deliver the cotton in Opelousas; I don't think I delivered the cotton in Opelousas; I don't think it was delivered at the gin of Mr. Hte. A. Guidry; I do not know if claimant hauled the 16 bales of cotton from the gin; I don't recollect having seen claimant after I sold the cotton; claimant paid some money for the cotton and the balance was paid in goods; the money he paid for the cotton was not Confederate money; I was in the Confederate army; not at that time, but afterwards.

Q. What do you mean by saying that you delivered said sixteen bales of cotton at the gin?—A. I mean that I sold the cotton to be delivered there and that through my orders it was delivered to claimant there.

Q. Do you know of your own knowledge that said cotton was delivered to claimant there?—A. I do not; my mother raised the seven bales of cotton above alluded to; she has a plantation which she owns herself; she bought it at the sale of her dead husband; my mother had then ten children; said seven bales were raised in 1861 by her children; the cotton was ginned and baled; at the time it was sold at it was at Ht. A. Guidry's gin; it was marked V. G. H.; claimant paid the same price for said cotton as he did for the lot of sixteen bales; said cotton was paid in money and in advances made previously; I made the bargain with claimant in his store at Opelousas; I was not to bring the cotton in Opelousas; he was to take the cotton at Mr. H. A. Guidry's gin; I saw claimant's wagon going away from the gin with the seven bales of cotton; it was a week or two after the sale; claimant was not there at the time; I did not see him; I was not in this parish when the Federal troops first came here; I was with the Confederate troops in the parish of Rapides; I had no written authority from my mother to sell her cotton; it was verbal; of the lot of sixteen bales they all went over 400 pounds, except one that weighed less than four hundred; after refreshing my recollection by examination of the books I would state that the sixteen bales weighed 7,254 pounds and the seven bales weighed 2,870 pounds.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

JOSEPH JENISEN HIGGINBOTHOM.

Deposition of EDMOND P. GUIDRY for claimant, taken at Opelousas, La., on the 30th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.—A. My name is Edmond P. Guidry; my occupation that of planter; I am thirty years of age; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

I sold to claimant at the beginning of the year 1862 four bales of cotton; I delivered said cotton at the gin of Hte. A. Guidry; said cotton weighed 1,706 pounds.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

I raised said cotton myself in the year 1861 on my plantation, situated about twelve miles from the town of Opelousas. I bargained with claimant for my cotton at his store in Opelousas. Said cotton was ginned and baled when I sold it. Claimant agreed to give me 10 cents per pound; he paid me part in money and part in goods.

Question. What delivery did you make of said cotton?

I told claimant that the 4 bales of cotton were at the gin of Hte. A. Guidry, and to

take them. I did not see the cotton hauled away. I was in the Confederate army. I don't know if the bales of cotton were marked.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

EDMOND F. GUIDRY.

Deposition of PAUL HEBERT for claimant, taken at Opelousas, La., on the 30th day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.—A. My name is Paul Hebert; my occupation is that of a planter; I am thirty-two years old; my residence the past year has been in the parish of Saint Landry. I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness, says:

In the beginning of the year 1862 I sold to claimant four bales of cotton; I delivered said cotton at Hte. A. Guidry's gin.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

I raised said cotton myself on the plantation of Hte. A. Guidry; I worked on shares. I made the bargain with claimant for my cotton at his store in the town of Opelousas.

Q. Did you personally deliver the said cotton to claimant at Guidry's gin?—A. I did not; I do not recollect having seen claimant at Hte. A. Guidry's gin; I told him that my cotton was at Hte. A. Guidry's gin and to go and take it. I got ten cents per pound for said cotton. I received part in money and the balance in goods. The money was Confederate money; I was in the Confederate army.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

PAUL his + mark. HEBERT.

Deposition of HYPOLITE A. GUIDRY for claimant, taken at Opelousas, La., on the 31st day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year, and whether you have any interest direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.—A. My name is Hypolite A. Guidry; my occupation is that of a planter; I am thirty-seven years old; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for claimant, the witness says:

I have ginned Mrs. P. Breaux's crop of cotton in 1861; I also ginned widow Giles Higginbothom's crop the same year. I also ginned that year for Edmond Guidry; I also ginned for Pierre Louis Guidry that year; also for Paul Hebert that year; also for Mrs. William Fisher, and for Valentine D. Breaux. I went in the Confederate army in May, 1862. Paul Hebert's cotton was at my gin at that time. I can't recollect whether Valentine D. Breaux and Mrs. William Fisher was there. I can't recollect whether I delivered upon the order of claimant the crops of Mrs. P. Breaux and Mrs. Giles Higginbothom. I do not recollect whether I delivered the crops of Edmond Guidry and Pierre Louis Guidry to claimant or order. Paul Hebert had four bales of cotton. I am not sure, but I think Mrs. Fisher had two; Valentine D. Breaux had one. I returned home within twelve months after entering the Confederate service; I think I came home six or seven months after my entering service. I can't recollect if Mrs. Fisher, Valentine D. Breaux, and Paul Hebert's cotton was at my gin then. I know that Valentine D. Breaux, Mrs. Fisher, and Paul Hebert sold their crop to claimant.

Cross-examination by WILLIAM FESSENDEN, counsel for the United States:

Q. What do you know of your own knowledge relative to any sales of cotton by Hebert, Breaux, and Mrs. Fisher to claimant?—A. I know it because Breaux, Hebert, and Mrs. Fisher told me that they had sold their cotton to claimant, who told me that he purchased their cotton. Neither of these persons were present when claimant told me he

ed their cotton, nor claimant present when they told me that they had sold their o him. I do not recollect if either of the cotton I had ginned was marked. I ecollect when I came the first time home from the army if I came on furlough; time I belonged to a company of cavalry which was disbanded. If I came back hen my company was disbanded, and I remained at home three or four months, n furlough two or three days.

d general interrogatory by the parish judge: Do you know of any other matter to the claim in question? If you do, state it fully.—A. I do not.

HYPOLITE A. GUIDRY.

on of NARCISSE ZERINGUE for claimant, taken at Opelousas, La., on the 31st day of December, 1868.

general interrogatory by the parish judge: Please state your name, your occupa- ur age, your place of residence the past year; whether you have any interest, : indirect, in the claim which is the subject of inquiry, and whether you are in any degree to the claimant.—A. My name is Narcisse Zeringue; my occupa- it of wagoner; I am fifty-nine years old; my place of residence within the last been in the parish of Saint Landry; I have no interest, direct or indirect, in m which is the subject of inquiry, and I am not related in any degree to the t.

interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the wit- s:

employed in 1862 by claimant to haul cotton for him; I hauled cotton for him Evariste de Caillon's plantation, about one mile and a half from the town of as; I hauled about 80 bales of cotton, more or less; I am certain of 80 bales; I all the cotton he had at his store at that time; I recollect that some of said cot- been hauled by me from E'te A. Guidry's gin; about that time I hauled cotton arles B. Smith to claimant's store; the cotton I hauled for claimant to his store usas from H'te A. Guidry and Charles B. Smith was part of the eighty bales I from the claimant's store to V'te de Caillon; I made a shed at Mr. de Caillon's to cotton; I was at Mr. de Caillon's two or three weeks before the Federal troops re for the purpose of fixing the shed under which the cotton was stored, as the ere eating the cotton; all of said cotton was there when I was there the last did not go there after the Federals went away.

ross-examined by WILLIAM FESSENDEN, Esq., counsel for the United States:

ow do you recollect it was in 1862 that you hauled said cotton from claimant's A. I do not recollect the time; I just know it was about that time; it was in ng; I do not recollect at what time in the spring.

ow do you recollect the number of bales you hauled from the store?—A. I recol- y the number of bales I hauled from the two gins to claimant's store, and also umber of bales which were hauled there by another man.

ho was the other person who hauled cotton to claimant's store?—A. It was Mr. ; I saw him haul that cotton there; I can't recollect how many bales.

ow many bales did you haul from H'te A. Guidry's gin, and how many from ?—A. I can't recollect how many bales exactly; I know I hauled from one gin five bales, as near as I can recollect; from the other I cannot recollect if it was nore or less; it is so long ago I can't recollect; I hauled cotton from Mr. Guidry's e spring; it was the same spring I hauled the cotton from claimant's store to E. on; I hauled cotton from Smith's gin at the same time I hauled from Guidry's

as the cotton that you hauled from Guidry and Smith's gins marked; if so, what marks on each lot?—A. I do not recollect if said cotton was marked or not.

as the cotton you hauled from claimant's store marked; if so, how?—A. I don't if said cotton was marked or not.

ow did you recognize the cotton you hauled from the store as the same as that led from the gins?—A. I only know that said cotton was piled up in the same

e you sure it was the same cotton, or part of the same?—A. I am certain it was e cotton.

ow are you sure it was the same cotton?—A. I am sure of it because I piled the yself in claimant's store; it was divided in two lots; one lot was outside of the overed with planks, and the other lot in the warehouse.

the cotton hauled there had been taken away by some one else and other cotton e in its place, would you have known it was the same cotton?—A. I don't ex- ould have known it; I can't tell what distance is Charles B. Smith's gin from

Opelousas; the gin of Mr. Smith is the nearest from Opelousas than Mr. H'te A. Guidry; E. de Caillon's plantation is about southeast from Opelousas; claimant told me to haul the cotton on de Caillon's plantation, because he said all the cotton had to be taken away from the town of Opelousas; he wanted his cotton hauled to Mr. de Caillon's; the cotton was piled in an open place close to the woods, in the pasture, and after a shed was put over it; I helped put the covering over it; all the cotton at that time in Opelousas was hauled away; it was something about a month or two months before the Federals came here; I am not positive; I mean the first time the Federal troops came here; they remained here about one month; the cotton was placed about two hundred yards from de Caillon's house; the house could be seen where the cotton was; I don't recollect if de Caillon was at home at the time I hauled the cotton; the cotton could not be seen from the road; there was a man with me who helps load and unload, and told me where to put the cotton; I can't recollect the man's name; he lived in the town; he was a white man.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

his
NARCISSE + ZERINGUE.
mark.

Deposition of ONEZIME A. GUIDRY for claimant, taken at Opelousas, La., on the 31st day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Onezime A. Guidry; my occupation is that of planter; I am fifty-three years old; my residence within the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

In the beginning of the year 1862 I sold to claimant 20 bales of cotton, and they remained on my plantation until the year 1863; I left my plantation a day or two before the Federal troops came here; the cotton was then on my plantation; I came back about six weeks after I left home; the Federals were then gone; when I came back home the cotton was gone.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

I raised said cotton on my plantation in the year 1861 with my slaves; I sold this cotton to claimant at the beginning of the year 1862; I made the bargain with claimant, as well as I can recollect, in his own store; I sold my cotton at the rate of 20 cents per pound; I sold said cotton to claimant on account of a note he held against me, given for a store account; when I sold the cotton I agreed to keep it under the gallery of a corn-crib; I had some other cotton at that time, about 25 or 29 bales; out of that cotton I sold 16 or 20 bales to Mr. Bloch; I think 16 bales; there was also on my place 9 bales which did not belong to me; said 9 bales belonged to Adele Guidry; all of said cotton was piled up together when I left my plantation; when I left I went to Houston, Tex., and left to escape the Federals; I voted against secession, but after Louisiana seceded I took part with my native State, and I went the whole figure. I do not recollect if the cotton I sold claimant was marked.

Second general interrogatory by the parish judge: Do you you know of any other matter relative to the claim in question; if you do, state it fully?—A. I do not.

ONEZIME A. GUIDRY.

Deposition of ADELE GUIDRY for claimant, taken at Opelousas, La., on the 31st day of December, 1868.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Adele Guidry; my occupation is that of a seamstress; I am 48 years old; I have no interest, direct or indirect, in the claim which is the subject of inquiry; I am not related in any degree to the claimant; my residence has been for the past year in the parish of Saint Landry.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

I resided on the plantation of Onezime A. Guidry during the whole year 1863; there was cotton on said plantation when the Federal troops first came here in 1863; the cotton was under the gallery of the corn-crib; I was present when said cotton was taken away; the Federal troops took that cotton; the Federal troops then occupied the parish of Saint Landry; I don't know the names of the persons who took that cotton; a few days after the cotton was taken away a man who said his name was John Royston came to the house and told me that he belonged to the company who took the cotton; persons taking the cotton neither gave a receipt or paid therefor to me, or as far as I know to any person on the plantation.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

I owned 9 bales of the cotton that was taken away; I and my children and persons I engaged packed said cotton in the field, with the permission of Mr. Onezime A. Guidry; I don't think said 9 bales were marked; the Federal troops came on the place about 10 o'clock in the morning and left at about 3 or 4 o'clock in the evening; there was no white person on the plantation except a man by the name of Henri, who done nothing on the place but hunting; about 15 Federals came to the plantation; I don't know how many wagons they had; not many, because they made several loads and even took a wagon on the place; the persons that came on the plantation had blue coats and pantaloons; they had caps; they were armed; I did not see the Federals except on the plantation; I was there all the time; they were on the plantation and around it during three or four weeks while they occupied this parish; Mr. Guidry's plantation from Opelousas is about 3 or 4 miles.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question; if you do, state it fully?—A. I do not.

her
ADELE × GUIDRY.
mark.

Deposition of JOHN BTE. LOUAILLIER, for claimant, taken at Opelousas, La., on the 2d day of January, 1869.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is John Bte. Louaillier; my occupation is that of a laborer; I am forty-seven years old; I have no interest, direct or indirect, in the claim which is the subject of controversy; my residence the past year has been the parish of Saint Landry, and I am not related in any degree to the claimant.

Being interrogated by counsel of the claimant, the witness says:

I always lived in the parish of St. Landry from my birth; I was Ete. de Caillon's slave before and during the war, and resided on his place near the town of Opelousas; I was on that plantation when the Federal troops came here in the spring of 1863; I do not remember who commanded the Federal troops at that time; Mr. de Caillon had no cotton at the time on his place; he raised no cotton; there was no cotton on the place except what claimant put there; the cotton was baled; I do not remember how many bales there was; there was a big lot of them; I do not remember if Ete. de Caillon was on his place when the cotton was first hauled; Mr. Tenodin requested me to take care of the cotton and see that the creatures did not eat it; there was a shed over the cotton; I did not know who put there; Mr. E. de Caillon was on the place after the cotton was hauled; he was away from home when the Federal Army came here; the cotton was taken away by the Yankees; strangers to me and the country; I expect the Federal Army was here at the time; these persons who took the cotton were dressed as soldiers; they were dressed in blue cloth, I believe; when they came home they asked me if there was any cotton here; I told them claimant had cotton here, and I showed them where it was; all the cotton baled was taken away; I saw Narcisse Zeringue haul that cotton there; after Narcisse Zeringue hauled the cotton there none was taken away to my knowledge except by the Yankees; I took the Yankees to the shed and showed them the cotton; they did not pay me for the cotton, and left no receipt with me for it; Mr. de Caillon nor his family were not on the place when the cotton was taken away; I was the only person there belonging to the place, and there was some other black people about the house that did not belong to the place.

Cross-examined by WILLIAM FESSENDEN, counsel for the United States:

I do not remember when the cotton was brought to the place, if it was in the winter or the spring; I do not recollect how long it was when the cotton was taken away

from the time it was brought there; it must have been six or seven months after; I disremember whether Mr. de Caillon was there when the cotton was first brought; the cotton was put over the gully in the pasture, about half a mile from the house; I could not see the cotton from the house; there was a road going to where the cotton was; the cotton was not on the road; it was thirty rods from the road; that road was not a public road; it leads through the pasture into the woods; I do not remember if I was at home when the four loads of cotton was first brought there; I saw them when they brought some of it there; to my knowledge I saw them bring two loads of cotton there. I have known Narcisse Zeringue ever since I was a little boy. He was the man I see haul the two loads. He did not ask me where to put the cotton. I do not know how long he was hauling. I knew Mr. Perrodin at that time. I have been acquainted with him for the last twenty years. I do not know where the lumber came from that made the shed over the cotton. The shed was about 18 feet wide. It was not much larger than it was wide. I can't tell how high it was. It had a roof made with planks. The sides of the shed were with planks. The planks were not close together, and wide enough in some places for cows to put their noses through, and in some other places their heads. I saw Mr. Perrodin on that plantation. He came there, I believe, the same week they were hauling the cotton, and I saw him there several times afterwards before the cotton was taken away. Mr. de Caillon's place is about two or three miles from Opelousas, as well as I can judge. I went where the cotton was before it was taken away, and nailed the planks where the cattle had broken in. Nobody went with me.

As much as I can recollect, I believe the cotton was taken in the spring. At the time the cotton was taken Mr. de Caillon and family were away from home. There were persons with those who took the cotton away that I took to be officers. I do not remember whether they were dressed in black or grey; they had something on their shoulders. Some of the soldiers inquired if there was any cotton there. They had no wagons with them when I first showed them the cotton. Two days after they came with wagons. Some others came for corn and some for cotton; six of said wagons took cotton. They had four mules to each wagon.. Some of the wagons were painted blue. I do not know how many bales they hauled at a load. I can't tell how many times they came in a day. I do not know how long they were hauling the cotton away. I don't know if it is nearer to Barre's Landing or to Washington from the plantation. I do not know which direction they took with the cotton. I did not see any other person at that time dressed like these persons who took the cotton. I did not leave the plantation. Some of the cotton was marked. I don't know if it was all marked. I can't tell what mark. I can't read. Mr. de Caillon had not raised any cotton for three years before the cotton was brought there. I believe de Caillon's son is the brother-in-law of Mr. Perrodin now. He was not then.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question; if you do, state it fully?—A. I do not.

his
JEAN BTE. × LOUAILLEIR.
mark.

Deposition of Onezime L. Guidry for claimant, taken at Opelousas, La., on the 2d day of January, 1869.

First general interrogatory by the parish judge: Please state your name, your occupation, your place of residence the past year; whether you have any interest, direct or indirect in in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—Answer. My name is Onezime Guidry; my occupation is that of planter; I am 57 years of age; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

I hauled for claimant in the year 1862 cotton from Mr. Hypolite A. Guidry's gin to the town of Opelousas; I cannot tell exactly; I suppose about 20 bales; I do not know from whom claimant bought the cotton; he hired me to haul the cotton, but did not tell me from whom he bought it.

Cross-examined by WILLIAM FESSENDEN, Esq., counsel for the United States:

I recollect it was in the year 1862 I hauled the cotton, because it was taken the year after; I am positive it was in the year 1862; I never made no memorandum of the hauling of the cotton; I never expected to testify in the matter; I hauled the cotton in the spring; I left the cotton at claimant's store; I can't say if the cotton was marked; the matter of the hauling of the cotton has not been brought to my attention lately; I do not know if there was any other cotton at Mr. Guidry's gin; as I was hauling cotton for claimant I sent my wagon there; I did not go myself; at that time I lived

1½ miles from Mr. H'te A. Guidry's gin; I did not myself see the cotton taken from Guidry's gin; I did not come myself with the cotton to Opelousas, nor deliver it personally.

Re-examined by HENRY L. GARLAND, counsel for the claimant:

Claimant paid me for the hauling of the cotton.

Re-examined by WILLIAM FESSENDEN, Esq., counsel for the United States:

I was in account with claimant, and the hauling of the cotton has been allowed to me. I made the settlement directly after the hauling.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

O. L. GUIDRY.

Deposition of CHRISTOVAL L. DUPRÉ for claimant, taken at Opelousas, La., on the 2d day of January, 1869.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.—A. My name is Christoval L. Dupré; my occupation is that of a planter; I am thirty-two years old; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry; claimant was once married to a sister-in-law of mine.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

I sold to claimant 21 bales of cotton in 1862; the weight was 9,439 pounds. I kept the cotton on my plantation until the year 1863. It was taken by a detachment of the Forty-first Massachusetts, commanded by Lieutenant Rhodes. It was in the spring of 1863, in the latter part of April or May. I had in my charge upon my plantation some other cotton belonging to claimant; I had 40 bales of cotton besides those above mentioned. Said cotton was also taken at the same time.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

I then resided at the same place as I now reside, about 8 miles northwest of Opelousas; I raised the 21 bales of cotton on my place in the year 1861; I made the bargain with claimant for my cotton in his store in Opelousas; he paid me 9 cents per pound; he paid me in payment of an account I owed him; the cotton was under my gin-house when I sold it. Afterwards I received orders from the Confederates to haul it out, because it would be burnt; I hauled it about 100 yards from the gin-house; I hauled the cotton away on the approach of the Federal army, a day or two before it was taken. All the cotton on my plantation was hauled out there; no attempt was made to burn it. I say an order; it was more an advice than an order to move the cotton. I have been informed that some cotton had been burned in the neighborhood. Some of my friends in the Confederate army advised me to move the cotton away from my buildings.

Q. What do you know of your own knowledge relative to the ownership of the remainder of the cotton upon your plantation?—A. I know of my own knowledge that Mr. François Dupré sold two bales to claimant; I weighed the cotton myself. I was present at the time of the sale and receipted the cotton for claimant. I know that I was present when claimant bought 38 bales of cotton in the seed of Oscar Alphin; that I hauled the cotton to my gin-house and ginned it and baled it; the bargain was made with Mr. Alphin in the claimant's store; I cannot say exactly when the bargain was made; it was in the fall of 1862. I don't know how much claimant paid for said cotton. I do not know where the bargain with Mr. F. Dupré was made. I was not present myself at the time it was made. Claimant told Mr. F. Dupré at my house to haul this cotton and I would receive it. This cotton was baled when brought to me by F. Dupré. This cotton was marked F. D.; the 38 bales were also marked; it was marked J. P.; the 21 bales were marked C. L. Dupré; the 2 bales of F. Dupré, I recollect, had the gin-mark C. L. Dupré. I was present when the bargain was made with Mr. O. Alphin. Alphin helped haul the cotton to my gin. I do not recollect how much claimant paid him for his cotton; I do not recollect how much a pound. Claimant not pay him in my presence. I do not know if Alphin was in the Confederate service; he moved away from the parish the same year, and I lost sight of him. Mr. F. Dupré was not in the Confederate army. I was not myself in the Confederate army; I never was an officer or agent of the Confederate Government. The persons who took the cotton away gave me no receipt; they offered me one, but I did not take it. The cotton took the road to Opelousas.

Second general interrogatory by the parish judge: Do you know of any other matter relative to the claim in question? If you do, state it fully?—A. I do not.

C. L. DUPRÉ.

Deposition of JOSEPH RAYON for claimant, taken at Opelousas, La., on the 4th day of January, 1869.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether, and in what degree you are related to the claimant?—A. My name is Joseph Rayon; my occupation is that of a planter; I am thirty-eight years of age; my residence has been in the parish of Saint Landry the past year; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

François Coulon Devilliers, père, is dead. I know that he sold to claimant in the year 1862 a lot of 9 bales of cotton; said cotton remained on Mr. Devilliers' plantation; I believe the cotton was taken away in the year 1863; I was not on the plantation when the cotton was taken away. I live about 3 or 4 acres from the plantation, and I was daily about the plantation when the cotton was taken away. There was other cotton there that was taken about the same day the cotton of François Devilliers, père. I saw the Federal troops daily about my place and Mr. Devilliers'. It was during their occupation of this section of the country when the cotton was taken. I was not personally present when the cotton was taken away from Mr. Devilliers', but they passed with the cotton before my house, and I recognized the cotton by the brand. The cotton took the direction of Barre's Landing. I did not know personally the persons who took the cotton; the persons who passed before my house had the uniform of the Federals. I had at the time cotton taken away by the Federals from me. My cotton was at my own place. I got a receipt for my cotton from Captain Pope's sergeant.

Cross-examined by WILLIAM FESSENDEN, Esq., counsel for the United States:

I was not present at the time the bargain was made for the 9 bales of cotton above alluded to.

Q. What do you know of your own knowledge relative to the ownership of said cotton at the time it was taken?—A. I know nothing of my own knowledge, except what Mr. Devilliers told me. I know that Mr. Devilliers had other cotton at his place besides the 9 bales belonging to himself; I don't know how many bales. The 9 bales were marked F. C. D.; the rest of the cotton had the same mark; I noticed the brand particularly when the cotton passed by my house. Mr. Devilliers, père, was at that time about sixty-three or sixty-four years old; he had two sons; they were in the Confederate army.

Second interrogatory by the parish judge. Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

JOSEPH RAYON.

Deposition of LOUIS MALVEAUX for claimant, taken at Opelousas, La., on the 4th day January, 1869.

First general interrogatory by the parish judge. Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Louis Malveaux; my occupation is that of a planter; I am about forty-six years old; my residence the past year has been in the parish of Saint Landry. I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for claimant, witness says:

I sold claimant 1 bale of cotton, but I do not recollect at what time; the cotton was sold before the Federal troops came here; that bale of cotton was at my mother's, Thoteste Esprit, widow J. Bte. Malveaux. The cotton was ginned and baled at Mr. Gradeniyo's gin. I and others hauled this and other cotton from Gradeniyo's gin to Widow Malveaux's plantation. I do not recollect how many bales I and others hauled for Sosthene Malveaux. I do not know how many bales we hauled for Mrs. Malveaux, but there was altogether 15 bales that were put under a shelter on the plantation of W. Malveaux. That was all the cotton that Sosthene Malveaux, Wo. Malveaux, and myself raised in that year. I lived at the time on the plantation of Sosthene Malveaux; those 15 bales of cotton remained on Widow Malveaux's plantation until they were taken away by the Federal troops. I was present when the Federals took the the cotton. I did not tell them that the cotton belonged to claimant for I could not

English, and they all spoke that language. They neither gave a receipt nor r the cotton. They came with the cotton towards the town of Opelousas.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

le the bargain for that bale of cotton at claimant's store in Opelousas; no price ed for cotton; I gave it on account. I do not recollect if that bale of cotton was l, nor whether any of the rest of the cotton was marked. I cannot recollect how was from the time I sold the cotton to claimant to the time it was taken away by lerals. Widow Malveaux's plantation is about three miles and a half from sas. Widow Malveaux was at home at the time the cotton was taken away. ne Malveaux was not at Wo. Malveaux's; he was at his own place. I was not at W. Malveaux's at that time, but when the cotton was taken away I was at use. It was the first time the Federals came here that the cotton was taken. l not make any objection to the taking way of the cotton.

nd general interrogatory by the parish judge. Do you know of any matter e to the claim in question? If you do, state it fully.—A. I do not.

LOUIS MALVEAUX.

tion of BAPTISTE MALVEAUX for claimant, taken at Opelousas, La., on the 4th day of January, 1869.

; general interrogatory by the parish judge. Please state your name, your occu-, your age, your place of residence the past year; whether you have any in-direct or indirect, in the claim which is the subject of inquiry, and whether what degree you are related to the claimant.—A. My name is Baptiste Mal-; my occupation is that of a planter; I am fifty years old; my residence has ie past year in the parish of Saint Landry; I have no interest, direct or indi-ı the claim which is the subject of inquiry, and I am not related in any degree mant.

g interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the wit-ys:

ie year 1862, as near I recollect, I sold to claimant three bales of cotton; I put ›tton for claimant at Mr. Valade; the cotton was ginned at Mr. Cadet Pitre.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

ıde the bargain for my cotton at claimant's store, in the town of Opelousas; ton was then at my house; Mr. Cadet resided then about ten acres from my I think Mr. Valade resides about three miles from my house—perhaps more, s less; I hauled myself that cotton to Mr. T. Valade; I do not recollect positively I put the cotton, whether it was under the corn-house or the gin-house; I think under the corn-house; I do not recollect whether it was Mr. T. Valade or his son Valade who was at home, but I think it was Theodore Valade; I do not recol-ıat claimant paid me per pound, but he paid me at the current rate; I received ıey—I owed claimant; the bargain between me and claimant was that the cot-ɔuld be delivered at Mr. T. Valade; nothing was allowed me to haul the cotton T. Valade; I do not know for what reason claimant had the cotton taken Mr. T. Valade resides about eight miles and a half from Opelousas; Mr. T. › lived the farthest from Opelousas than I did.

nd general interrogatory by the parish judge. Do you know of any other mat-ative to the claim in question? If you do, state it fully.—A. I do not.

BAPTISTE his + mark. MALVEAUX.

tion of ADOLPHE MALVEAUX, for claimant, taken at Opelousas, La., on the 4th day of January, 1869.

; general interrogatory by the parish judge. Please state your name, your occu-, your age, your place of residence the past year; whether you have any inter-rect or indirect, in the claim which is the subject of inquiry, and whether and ıt degree you are related to the claimant.—A. My name is Adolphe Malveaux; ɔupation is that of a planter; I am forty-six years old; my residence the past as been in the parish of Saint Landry; I have no interest, direct or indirect, claim which is the subject of inquiry, and I am not related to claimant. s lot was paid to Perrodin.)

g interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the wit-ys:

d to claimant in the year 1862 five bales of cotton; I delivered said cotton on L. Valade's plantation.

Cross-examination by WM. FESSENDEN, counsel for the United States:

I made the bargain for my cotton in claimant's store, in the town of Opelousas; I do not recollect how much claimant paid me per pound for my cotton; he paid me the current price at the time; he did not pay me any money; he had a store account against me, on account of which the cotton was sold; claimant was not there when he brought the cotton to Mr. T. Valade; Mr. Yorick Valade was on the plantation; I am sure it was in the year 1862 I sold my cotton; I know it by the years; I cannot recollect exactly what year the Yankee army came here; I sold my cotton late in the fall; I raised the cotton myself; I raised it the same year I sold it; I can't tell if the cotton was marked; I put the cotton close to the gin-house.

Second general interrogatory by the parish judge. Do you know of any other matter in relation to the claim in question? If you do, state it fully.—A. I do not.

ADOLPHE MALVEAUX.

Deposition of SEBASTIAN MALVEAUX, for claimant, taken at Opelousas, La., on the 4th day of January, 1869.

First general interrogatory by the parish judge. Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Sebastian Malveaux; my occupation is that of a planter; I am fifty-five or fifty-six years old; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for claimant, witness says:

At the time that my brother, the witness, Adolphe Malveaux, sold his cotton to claimant, I sold to said claimant a lot of six bales of cotton. I delivered said cotton at the gin-house of Mr. Valade. I do not exactly know the weight of those bales of cotton; one of them weighed 600 pounds and another 500 and odd pounds.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

I raised that cotton. I don't recollect exactly if I raised that cotton the same year I sold it. I made the bargain with claimant at his store in Opelousas. I cannot recollect how much he agreed to pay me a pound for my cotton, it is so long ago. He did not pay me money; he may have advanced money on account. I can't recollect if the cotton was marked, it has been so long since. Claimant was not at Mr. Valade's when I delivered the cotton. It was in the bargain that I should deliver the cotton at Mr. Valade's gin. I left the cotton alongside of the gin. I carried the cotton there myself. I don't recollect the year I sold the cotton to claimant.

Second general interrogatory by the parish judge. Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I do not.

his
SEBASTIAN × MALVEAUX.
mark.

Deposition of ESPRIT BONNET, for claimant, taken at Opelousas, La., on the 4th day of January, 1869.

First general interrogatory by the parish judge. Please state your name, your occupation, your age, place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether you are related to the claimant.—A. My name is Esprit Bonnet; my occupation is that of a carpenter; I am forty-six years of age; my residence the past year has been in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for claimant, the witness says:

I know the claimant had a lot of cotton in 1862 and 1863 on the plantatian of Mr. E. de Caillon. I constructed the shed under which said cotton was placed; I repaired the shed upon two different occasions after it was constructed. I saw Narcisse Zeringue haul a portion of that cotton; claimant paid me for the construction of the shed, and for every time I repaired it. There was about 80 or 85 bales of cotton under that shed when I constructed it. Claimant accompanied me the first time I went to Mr. E. de Caillon to build the shed.

Cross-examination by WILLIAM FESSENDEN, Esq., counsel for the United States:

There was some cotton there piled up when I first went to build the shed. I do not know where the cotton came from. I know that some of the cotton came from claim-

ant's, because I was at work at the house when Narcisse Zeringue hauled some cotton from there. At the time I lived in the town of Opelousas I counted the bales of cotton there, and, as far as I can recollect now, there was about 80 or 85 bales. I counted the bales of cotton after I had done the shed; they were under the shed then; the shed was about 40 to 45 feet long, and 30 to 35 feet wide. There was 9 feet from the lower part of the roof to the ground, and about 18 feet from the top of the roof to the ground. As much as I can recollect the shed was full; there was one row of bales above the lower part of the roof. I counted the bales of cotton by rows; there was a little space in the middle between the rows. My attention was not called to the number of bales in the shed from the time I counted them until recently. The person who called my attention to the number of bales under said shed did not mention to me the number before; I recollected the number to be 80 or 85. De Caillon's house could not be seen from the shed; I think trees intervening prevented it. I built the shed in 1862, in the month of May; I recollect it because I made a memorandum of it, as well as of all kinds of work I done. I saw a portion of said cotton hauled from claimant's warehouses; the warehouses were on the street that I live on now; I don't know the name of the street; they are on the same lot on which claimant has his store. I don't know if the cotton under the shed was marked; I think they were, because bales of cotton are generally marked.

Second general interrogatory by the parish judge: Do you know of any other matter in relation to the claim in question? If so, state it fully.—A. I do not.

ESPRIT BONNET.

Deposition of Theodore Valade for claimant, taken at Opelousas, La., on the 5th day of January, 1869.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.—A. My name is Theodore Valade; my occupation is that of a planter; my age is 63 years; my residence has been the past year in the parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry; I am not related in any degree to claimant.

Being interrogated by Henry L. Garland, esq., counsel for the claimant, the witness says:

I was employed by claimant as his clerk; I acted in that capacity during the years 1861 and 1862; I was intimately acquainted with the business transacted by claimant at that period; I did pretty much all the writings about his business transactions; I know that he entered in a book, either personally or by me, all his cotton transactions; I know that Joapin L. Petre sold to claimant in 1862 three bales of cotton. Claimant also bought from Casimir Rouzeau in 1862 four bales of cotton; he also bought from Charles B. Smith 25 bales in March, 1862; from Girard Prejeau, the same year, a lot of two bales of cotton; from O. L. Bourgeois, the same year, a lot of three bales; Gerasime Prejeau, the same year, 7 bales of cotton; from Onezime Olivier, two bales cotton, the same year; I know that Thos. H. Thompson, the same year, sold five bales of cotton to claimant. I know that François Coulon Devilliers, pere, sold to claimant in the year 1862 9 bales of cotton; I also know that claimant bought from F. Vautrout, in 1862, 98 bales of cotton; from Mrs. William Fisher on the 19th November, 1861, 2 bales of cotton; from Valentine D. Breaux, in 1862, 1 bale of cotton; from Widow Bte. Malveaux, the same year, 1862, 10 bales cotton; from Sosthene Malveaux, 4 bales of cotton in 1862. I had in charge for claimant at my plantation a lot of cotton when the Federal troops first came here in 1863; I had 17 bales; these cottons were bought from Sebastien Malveaux, Adolphe Malveaux, Joassin L. Petre, and Baptiste Malveaux; these cottons were taken away by Lieutenant Rhodes, Forty-first Massachusetts, in May, 1863. I was there present and protested against the taking said cotton. No receipt was given for said cotton nor payment made for it. The cotton was carried in the direction of Opelousas or Washington, on the road which leads from my plantation to both places. I was present when Narcisse Zeringue loaded with the cotton to be taken to Mr. de Caillon, but I did not myself go to de Caillon. I recollect that some few of the persons of whom I had spoken of having sold cotton to claimant delivered their cotton themselves at the time the cotton was sold. These persons were Charles B. Smith, Girard Prejeau, Casimir Rouzeau; I am not sure of any other. I know how many bales of cotton Narcisse Zeringue took from claimant's warehouse to be transported to Mr. de Callion; there were 81 bales. Being with claimant in 1861 and 1862, I can testify to his neutrality during the conflict between the Confederates and the United States Government; during the whole of that time, during the years 1861 and 1862, he maintained a complete neutrality between the contending Governments. I know that during the whole of the war he maintained, so far as my knowledge extends, that neutrality. I know

that during the war claimant made appeal for protection to the French consul in New Orleans. I went there with him. Claimant is a Frenchman by birth. I never saw his relations in France.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

At the time I acted as claimant's clerk I resided in the town of Opelousas; my plantation that I have spoken of is 9 miles from Opelousas; the bargain for all the cotton I testified about was made in claimant's office in Opelousas; the different lots of cotton were not at the store; they were at the planter's. I have been to identify them other cotton of claimant besides those which were at my plantation and those sold by Smith, Prejeau, and Rouzeau.

Q. What other cotton have you so seen, from whom they were purchased, how were they marked, where did you see them, and when?—A. The 81 bales I saw in the warehouses of claimant; I cannot tell the names of the persons from whom purchased; I cannot give marks; I saw the cotton in the two warehouses when brought by the planters until it was taken away.

Q. Please state whether you can give the names of any of the planters who brought cotton to said warehouses, except Smith, Prejeau, and Rouzeau.—A. I cannot tell without having reference to the books.

Q. Were you present at any bargain made by F. Vautrot with claimant for the sale of cotton?—A. I was not present.

Q. What do you know of your own knowledge relative to the sale of any cotton by Vautrot to claimant?—A. I do not know anything except what was told me by Vautrot; I never saw the 98 bales of Mr. Vautrout's cotton; I left claimant in October or November, 1862; after that, during the war, I lived on my plantation; claimant during the whole war lived in Opelousas.

Q. What do you mean by the word neutrality?—A. I mean by neutrality the complete abstention from participation in the political transactions of the country. I know claimant for the last twenty years, during all the time in this country; I do not know of anything more about claimant being born in France from what he told me. I am a Frenchman by birth; I never was naturalized; I never voted in this country; I never seen claimant vote; I don't believe he ever voted; I recollect that Narcisse Zeringue took away 81 bales of cotton from the warehouses, because I was there while the two wagons were loading during the two days and a half; I counted the bales myself, and I remember distinctly there were 81 bales. The cotton was taken to de Caillon by an order of the town corporation; the cotton was hauled away at the beginning of the spring of 1862. It is usual to store cotton in the town of Opelousas in warehouses. I do not know that cotton was required to be taken out of the town before that time or since. The Federal troops were then expected to come here.

Q. Did you never know claimant to give anything to fit out troops for the Confederate Army or to help them in any way?—A. I never seen him give anything; I never heard that he gave anything.

Second general question by the parish judge: Do you know of any other matter in relation to the claim in question; if you do, state it fully?—A. I do not.

T. VALADE.

Deposition of Joseph Bloch for claimant, taken at Opelousas, La., on the 5th day of January, 1869.

First general interrogatory by the parish judge: Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant?—A. My name is Joseph Bloch; my occupation is that of a merchant; I am thirty five years old; my residence within the past year has been in Opelousas, parish of Saint Landry; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related in any degree to the claimant.

Being interrogated by HENRY L. GARLAND, Esq., counsel for the claimant, the witness says:

I have been residing in Opelousas since the year 1860, with the exception of two years and a half while I resided in the city of New Orleans, but in that time I came often to Opelousas; I resided in Opelousas from 1860 to September, 1864, continuously, except about three months (June, July, and August, 1860) I was absent from Opelousas; claimant resided in the town of Opelousas during the time I did; we both resided in the same street in the town of Opelousas; I don't know of claimant's taking any part in the late conflict between the Confederate States and the United States; I know that he contested going into the Confederate army; he contested before the courts and before the Confederate military authorities; I know that claimant

was arrested and ordered to report to Alexandria; he reported there, claiming to be a French subject; getting no satisfaction there, he was ordered to report to Shreveport; he was finally discharged by the military authorities at Shreveport; I was likewise prosecuted at the same time by the same authorities; I don't know that claimant ever voted in the country; I know of his making claim for protection to the French consul during the late war.

Cross-examination by WM. FESSENDEN, Esq., counsel for the United States:

Claimant claim for protection at the same time that I was absent from Opelousas, as stated above; June, July, and August, 1863; we went by the Teche through Little Bayous to Plaquemine; I am a French subject, and never was naturalized.

Q. What do you mean by saying that claimant never took any part in the conflict between the United States and the Confederate States?—A. I mean to say that he has taken no part on either side and remained neutral.

Q. Do you mean to say that he never took up arms on either side?—A. I mean to say that he never took up arms on either side; claimant was arrested and discharged after we went to New Orleans; he was arrested, as much as I can recollect, in June, 1864, and discharged about one month after; I was with him all the time; from the time he was arrested until he was discharged; I was not discharged at the same time with him; I was discharged four or five days after.

Second general interrogatory by the parish judge. Do you know of any other matter relative to the claim in question? If you do, state it fully.—A. I was present when claimant obtained a receipt from Colonel Sargeant for a lot of cotton that had been taken by the Federals in May, 1863.

Q. Do you know of your knowledge it was for cotton taken away?—A. I only know from what the receipt said.

(Objected to by William Fessenden, esq., attorney for the United States.)

J. BLOCH.

Deposition of C. Babled for claimant, taken at New Orleans, Louisiana, on the 3d day of March, 1870. Filed March 12, 1870.

By the COMMISSIONER:

Q. Please state your name, age, residence, and occupation; whether you are in any degree related to the claimant in this suit, or interested in the result thereof?—A. My name is C. Babled; am 34 years old; I resided in Opelousas part of 1860 and 1861; I reside now in New Orleans; my occupation is a clerk; I am not related in any degree to the claimant in this suit nor interested in the result thereof. I know Jules Perrodin and Auguste Perrodin; have known them since I was in Opelousas; I was in their employment about November, 1860, to June, 1861; they were at that time in partnership, in 1860; this partnership was dissolved some time in September or October, 1862; I know this, because I wrote the agreement of dissolution myself.

Being shown the paper which is handed to witness, he is asked if that is the agreement of dissolution to which he refers. He says it is; it is genuine; I wrote it out myself, and the signatures thereto are the genuine signatures of the parties.

(Copy of this agreement is produced and marked M², because the original is in a bound book containing many other things. The original being in French, a literal translation will be made by the commissioner and annexed to this deposition as a part thereof.)

After the dissolution Mr. Jules Perrodin carried on the business himself. I was in Opelousas at the time I wrote out this agreement. At the time Mr. Jules Perrodin was a person whom I considered pretty well off—not of very large means. I never saw him in any military organization.

Cross-examined:

I am not an American citizen. I am a Frenchman. I lived in New Orleans before living in Opelousas. I was a clerk of the Perrodins. The business of the firm was having a country store and making advances to small planters—a sort of commission business on a small scale. I left their employment some time in May or June, 1861. I did not stay in Opelousas after that time. I came back to New Orleans. I was in Opelousas in October, 1862. I was traveling on business and passing through Opelousas at that time. I left New Orleans in July, 1861. From the time I left New Orleans, in 1861, up to the time I was in Opelousas, in October, 1862, I had not been in New Orleans. I had no regular standing business. My residence was at Alexandria. I was not more than fifteen days nor less than ten days in Opelousas in October, 1862. As I had been in their employment they called on me to write the articles of dissolution. Auguste Perrodin was there at the time. He was then in the Confederate Army, on furlough.

Q. Will you undertake to swear positively that the paper written by you as a dis-

solution of copartnership, and which has been shown you during this examination, was written and signed on the day it bears date?—A. Yes, sir.

Q. Did you see it signed by Jules and Auguste Perrodin?—A. I did.

Q. Why does not your name appear there as a subscribing witness?—A. I do not know, but I believe there was sufficient subscribing witnesses without me. I passed several times through Opelousas during the war after this paper was signed. I did not remain in Opelousas for any great length of time. I had no regular employment during this time.

Q. Did you not know or understand from either of said Perrodins, at or about the time said agreement of dissolution was made, or since, that notwithstanding said agreement the parties were still interested together in their business, with an understanding that the profits were to be shared by each?—A. I know nothing of their business since the instrument of dissolution was written by me and signed by them. They never told me that they were or were to be in partnership, notwithstanding this dissolution.

Q. Was any money paid by either of the parties to the other at the time said agreement was signed?—A. There was no money paid in my presence. I do not remember whether there was an account of stock taken at the time. I cannot swear positively whether there was a balance-sheet of debits and credits made up at the time, but I believe there was. I do not remember that I drew up any such sheet.

Q. (In general.) Can you state any other matter or fact other than what you have already stated which may benefit either party? If so, please state the same.—A. I know nothing else.

C. BABLED.

By the COMMISSIONER:

Q. Please state your name, age, residence, and occupation; whether you are in any degree related to the claimant or interested in the result of this suit?—A. My name is Pierre Laberie; am thirty-nine years old; reside in New Orleans; am a wool merchant; am not related to the claimant in any degree or interested in the result of this suit. I have known Mr. Jules Perrodin since 1861; I came from France in December, 1860; I went to Opelousas in May or June, 1861, and then became acquainted with Jules Perrodin. In the beginning of 1862 I first became acquainted with Jules Perrodin's business; after the taking of New Orleans in May or April, 1862, I went to Opelousas and boarded with Mr. Jules Perrodin. During the war I remained in Opelousas, and Mr. Jules Perrodin during that time had no partner in business; he conducted business himself during this time; I sometimes visited the parish of Avoyelles to see some friends.

Cross-examined:

I left New Orleans at the time of its capture; I was doing nothing in Opelousas during the war; I sometimes made rum. I did not board regularly with Jules Perrodin; I staid with him sometimes two or three days, sometimes a week, to help him. I sometimes wrote for him and sometimes sold in his store. I never saw Auguste Perrodin there; I do not know him; I was in Opelousas in October, 1862, but do not recollect if I was staying with Mr. Perrodin. I staid while in Opelousas a part of the time with Theodore Valair and family; Mr. Valair is a planter and lived 9 rentes from Opelousas. Mr. Valair made some cotton in 1861—can't tell how much he made. Mr. Valair is a French subject. I know of no persons in the parish of Landry or in Opelousas who placed their cotton in the hands of Mr. Valair to keep it secure. I was in Opelousas when the United States troops came there. I was taken prisoner by them, but released when they ascertained I was not a soldier. Do not know if Jules Perrodin was in Opelousas when the United States troops first came there.

Q. How do you know that Auguste Perrodin was not a partner with Jules Perrodin in 1862 and afterwards?—A. I did not know Mr. Auguste Perrodin. After I went to Opelousas in May or June, 1862, Jules Perrodin was apparently carrying on business in his own name. He never told me that he had a partner, and I never knew that he had after May or June, 1862.

Q. Did you know of Jules Perrodin training with a militia company in Opelousas?—A. I do not know.

Q. Can you state anything else which may benefit either party other than what you have already stated? If so, please state the same.—A. I do not.

P. LABERIE.

By the COMMISSIONER:

Q. Please state your name, age, residence, and occupation; whether you are in any degree related to the claimant in this suit or interested in the result thereof.—A. My name is Edward Durand; aged forty-three years; reside in New Orleans, and occupation a bookkeeper; I am not related to the claimant in this suit nor interested in the result thereof. Am now acquainted with both Jules and Auguste Perrodin; first became acquainted with Jules Perrodin in 1862, when I was then in the employ

et, Charpentier & Co. as a clerk. Mr. Jules Perrodin was one of our regular ers during this period; his transactions with our house were pretty extensive; eived his produce and filled his orders. To the best of my recollection from e I first became connected with the house of Lobet, Charpentier & Co., which January, 1862, the accounts of said house were in the name of Jules Perrodin lually. All the accounts, sales, account currents, all accounts and correspond- ere rendered to him individually. The documents attached and marked "C" part of the transactions of Lobet, Charpentier & Co. with J. & A. Perrodin les Perrodin individually.

se documents are introduced by claimant's counsel subject to all legal objec-

Cross-examination:

ng the war I was in New Orleans. I entered the employment of the firm of Charpentier & Co. in January, 1862, and remained in their employ and the em- f their successors in business until 1869. After the capture of New Orleans by ited States forces no commerce or business was carried on between Opelousas w Orleans. No commerce or communication was carried on except surrepti- through the lines. I have no recollection of sales of goods to Jules Perrodin firm from the occupation of New Orleans by the United States forces till the f the war.

(n general.) Can you state any other matter or fact other than what you have y stated, which may benefit either party? If so, please state the same.—A. g.

ED. DURAND.

By the COMMISSIONER:

'lease state your name, age, residence, and occupation; whether you are in any related to the claimant in this suit or interested in the result thereof?—A. My s Theodore Valade; am sixty-five years old, and reside near Opelousas, in the of Saint Landry; am a planter. I am not related to the claimant; am not in- d in any manner in this suit.

ve known Jules Perrodin for the last 20 years. I knew him at Grand Coteau terwards at Opelousas. I also knew his cousin, Auguste Perrodin; he was born nd Coteau. Jules Perrodin is a Frenchman, born in France. Auguste and Perrodin were in partnership. I was employed by Mr. Jules Perrodin from July, o the end of 1862. I know that it was the intention of Jules Perrodin as far s 1861 to dissolve the partnership between him and his cousin [he always in- l to dissolve his connection with his cousin, because that cousin was about enter- e Confederate army].

timony in brackets objected to.)

agreement of dissolution of this partnership was effected in 1862, and being d to the original act of dissolution he recognizes his signature thereto as one attesting witnesses, and he recognizes the signatures of all the parties and ng witnesses, and that it was executed on the day it bears date, viz, 27th er, 1862. I know that the money stipulated to be paid in said act was paid to te Perrodin by Jules Perrodin; it was paid in my presence. After the dissolu- ll the business was carried on for his own account and in his own name by Jules lin; I was the bookkeeper and know that Auguste subsequent to the dissolu- ad no interest whatever in the business. I have a knowledge; am perfectly inted with the means of Jules Perrodin; he had sufficient means to carry on the transactions with which I am acquainted; all the cotton transactions were d in the books of Jules Perrodin in his own name and for his individual account. Jules Perrodin at the beginning of the war, compelled to muster in the militia ut arms, and I know he never left Opelousas. I know that he spent a great deal ney to get out of it, and even went to Shreveport and obtained a judgment ng him a discharge. Mr. Jules Perrodin did never, directly or indirectly, give d to the Confederates; sometimes the Confederates came and took things by He gave as much aid to the Federals as he did to the Confederates. In order be plundered, Mr. Jules Perrodin closed out his stock by sale by auction, and considerable money to obtain his discharge from the militia.

Cross-examined:

me here in 1849, and found Jules Perrodin in Louisiana, at Grand Coteau, in St. y Parish, about ten miles from Opelousas; he has lived there ever since; I am naturalized citizen; I have always been a French subject. I was clerk and keeper of Jules Perrodin. I was the only one. I was employed in July, 1861, remained until end of December, 1862. I live nine meters from Opelousas. Perrodin lived at Opelousas. I do not now remember the exact period when Perrodin sold his stock at auction, but it was after the dissolution, and after I is employment. It was some time before, considerable time before the arrival

of the Federal troops. After I left his employ I remained at my home, except occasional visits to Opelousas. I resided on my place from the time I left Perrodin until the end of the war, except that I visited New Orleans occasionally on passes obtained from General Banks.

Q. Did you also have passes from Confederate officers?—A. I did.

Q. What was your business in New Orleans?—A. I came to see my friends and on business with the French consul; at one time before the seizure of Perrodin's cotton I came to New Orleans for the purpose of registering in the consul's office certain cotton belonging to Mr. J. Perrodin. I can't say that I registered all the cotton that Perrodin owned at that time. I know nothing of the intentions of Mr. Perrodin, but I suppose he registered all the cotton he owned at that time. This registering was done some time after the capture of New Orleans. I cannot recollect the exact date, as I had no interest in it and was simply doing a favor for Mr. Perrodin. I recollect it was in the summer. It was registered solely in the name of Jules Perrodin. At this time I had no pass from General Banks; he was not here at that time, nor did I have a pass from General Butler, nor did I have a pass from any Confederate officer.

Q. How did you get in the United States lines?—A. I presented myself to the Federal captain, colonel, or other officer commanding at Plaquemine, stated what my business was, and that I was a French subject, and he gave me a pass to New Orleans.

Q. How did you get back within the Confederate lines?—A. By the intercession of my friend Captain Bowles, an officer of the staff of General Banks, an aide-de-camp; I got a pass by order of General Banks to go back to my home in Opelousas.

Q. How long was you absent from Opelousas at that time?—A. At that time I remained at least four months here. During this time I was in the employ of Jules Perrodin.

Q. During the time from July, 1861, to December, 1862, how much of that time did you spend in Opelousas?—A. This was my only absence from Opelousas during this period.

Q. What kind of money was paid by Jules Perrodin to Auguste at the time of the so-called dissolution of partnership?—A. Two-thirds of the amount was paid in bank-notes and about one-third in Confederate notes, which had the same value as bank notes at our place.

Q. Do you know that that same money or most of the same was returned by Auguste Perrodin to Jules Perrodin?—A. I do not know; it was about the time that I succeeded Babled, the former bookkeeper of Mr. Perrodin.

Q. How did it happen that Auguste Perrodin was in Opelousas in 1862?—A. He came there on business for his regiment.

Q. Were you not informed by the French consul, and did you not so inform Jules Perrodin, that in order to hold his cotton it was necessary that Auguste Perrodin should not appear to be his partner?—A. The consul gave me this information, but at the time he did so the partnership had been before dissolved; I did not transmit this information to Jules Perrodin, or communicate with him about it or speak to him about it; it was unnecessary; the dissolution had already taken place.

Q. After you returned from New Orleans the first time, did you visit New Orleans again before Perrodin's cotton was seized by the United States forces?—A. No, I did not; I was at home when Perrodin's cotton was seized; I was on my plantation; there was about thirteen or fifteen bales on my place belonging to Mr. Perrodin which had been seized; I did not cultivate it; it was ginned and baled on my place and remained there until its seizure; it had been raised by small planters in my neighborhood; there was other cotton on my place, but this was the only cotton there that belonged to Perrodin; there were 169 bales on my place which were seized, besides Perrodin's; these 169 bales belonged to me; I cultivated from fifty to fifty-two bales of this lot, and the balance I purchased.

Q. Have you paid for that cotton, or had it been placed in your hands for safekeeping, because you were a French subject?—A. All the balance of this lot was paid for by me.

Q. Have you any knowledge that Jules Perrodin drilled or assisted to drill the militia in Opelousas or Saint Landry, which was afterwards sent out of the parish to Camp Bisland, New Orleans, or elsewhere?—A. I don't know that he either drilled or assisted in drilling or that he went out of the parish, but I know that he was fined for not attending to drill; this was about the beginning of the war.

Q. Was Jules Perrodin a popular man in Opelousas?—A. He was very popular, generous, and enjoyed the esteem of everybody. Jules and Auguste Perrodin have worked together since the close of the war, but I do not know if the partnership has been renewed between them; it is the belief that they have been associated since the close of the war.

Q. (In general.) Can you state anything else other than what you have already stated which may benefit either party; if so, state the same?—A. I know nothing more.

T. VALADE.

'een the undersigned Jules Perrodin on the one part, and Auguste Perrodin on
er part, were passed agreements, as follows:
'om the date of to-day the association called J. & A. Perrodin is dissolved by
consent.
id Jules Perrodin agrees to pay the debts contracted by said association and
harge of all liquidation at his risks and peril.
id Auguste Perrodin acknowledges by these presents to have sold, as in fact he
ll and abandon to said Jules Perrodin his moiety of the merchandise in store,
ounts and notes due to said association, the property in slaves, household,
and dependencies, transferring all his rights to all property belonging to said
tion for the sum of fifteen thousand five hundred dollars as per estimate made
reement between them for which receipt and entire discharge is given.
in duplicate between us at Opelousas this 27th of October, 1862.

J. PERRODIN,
A. PERRODIN.

iesses:
É. PILATE.
J. ESTORGEL.
VALADE.

DOCUMENTARY EVIDENCE FROM FRENCH AGENT.

Filed February 1, 1883.

S PERRODIN
v.
NITED STATES. } No. 90.

TUS BURLEIGH, adm., &c.,
H ARNAUD, beneficiary,
v.
THE UNITED STATES. } No. 251.

WASHINGTON, *le* 1*er fév'r* 1883.

. W. F. PEDDRICK and J. BŒUFVÉ,
Secretaries:

are requested to file the accompanying document, pages 63 to 104, inclusive,
e papers and proofs in the above-entitled cases.

GRIMAUD DE CAUX,
Agent on the part of the French Republic.

United States Court of Claims. December term, A. D. 1870.

No. 3052. Lapene & Ferre *v.* The United States.
No. 3391. Michel Castille *v.* The United States.
No. 3348. Desire Godet *v.* The United States.
No. 3390. Jean Laporte *v.* The United States.
No. 3392. Simon Queyrouze *v.* The United States.
No. 3346. J. D. Swaim *v.* The United States.
No. 3347. Cornelius Donato *v.* The United States.
No. 3098. Robert P. Rayne *v.* The United States.
Jacob Hirsh *v.* The United States.
No. 3459. Mary C. Cleveland *vs.* The United States.
No. 3460. Harriet A. Mills *vs.* The United States.

Additional evidence for claimants.

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Deposition of Thomas E. Chickering, a witness called by the claimants in the causes, the numbers and titles of which are hereinbefore written, taken in the city of Boston, in the State and district of Massachusetts, at the office of F. W. Palfrey esq., No. 13 Exchange street, on the 18th and 19th days of August, A. D. 1870.

Present: The claimants, by their solicitor, John J. Weed, esq., The United States represented by Darwin E. Ware, esq., by and before me.

FRANCIS W. PALFREY,
Commissioner of the Court of Claims.

THOMAS E. CHICKERING, of Boston, county of Suffolk, in the State and district of Massachusetts, having been first duly sworn, deposes as follows:

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claims which are the subject of inquiry, and whether and in what degree, you are related to the claimants.—A. My name is Thomas E. Chickering; I am a maker of pianofortes; I am forty-five years old; I have lived the past year in Boston. I have no interest, direct or indirect, in the claims which are the subject of inquiry; I am not in any degree related to any of the claimants.

By solicitor for claimant, JOHN J. WEED, Esq.:

Q. State whether or not, during the late rebellion, you were in the military service of the United States; and if yea, state in what years you were in such service, and in what capacity.—A. I was, in the years 1862 and 1865, both inclusive. I entered the service as colonel of the Forty-first Regiment of Massachusetts Volunteer Infantry, afterwards changed to the Third Massachusetts Volunteer Cavalry. While holding that commission, I was assigned to duty as military governor of the parish of St. Landry, which included the city of Opelousas, about the 20th of April, 1863, and I continued to act as such military governor till the 19th of May following. During my term of service, I was assigned to various commands in Louisiana, and I was frequently in command of a brigade or division of troops, or of a number of regiments equal to the usual complement of a brigade or division. While I was military governor of St. Landry, I had under my command various troops, and when I was relieved from duty as military governor as aforesaid, I took with me the following regiments and battery: The 41st Massachusetts, now serving as mounted rifles; the 52d Massachusetts Infantry, the 22d and 26th Maine Infantry, the 90th, 110th, 114th, and 175th New York Infantry, and a section of Nim's First Massachusetts Battery.

My headquarters, while military governor of the parish of St. Landry, were at Opelousas and Barre's Landing. Regiments under my command were, while I was such military governor, engaged in gathering cotton, sugar, and other products of the country, under orders given by me, in obedience to orders from superior headquarters. The Forty-first Massachusetts was the regiment most engaged in these duties, and the Fifty-second Massachusetts, at Barre's Landing, attended to forwarding what the Forty-first Massachusetts and others gathered. I have no memoranda or means of stating the amount or details of property seized by troops under my command. We had books that gave full details, showing every bale of cotton, barrel of sugar, &c., where and when seized, by whom seized, to whom belonging, &c., but they were burned at Brashear City, while they were stored there during our absence on the Port Hudson campaign. The towns of New Iberia, Abbeville, Washington, Opelousas, and Barre's Landing were all or most of them in the parish of St. Landry, and under my command, and all of them were visited by troops under my command, and cotton, sugar, and other products of the country taken from them.

In cases of seizure, I detailed regiment to collect the products of the country and guard the train, or directed the commanding officer of a regiment to send a force to do the work. The commanding officer of the regiment named would then make the special detail. I mostly used the Forty-first Massachusetts Regiment for this duty. Lieutenant-Colonel Lorenzo D. Sargent, of Lawrence, Mass., of that regiment, was provost marshal of Opelousas while I was military governor as above, and he had more or less to do with the work. Lieut. Henry S. Adams, of Chicopee, Mass., was adjutant of the Forty-first, and through him the details were naturally made. Lieut. Charles B. Stoddard, of Plymouth, Mass., was quartermaster of the Forty-first, and, while we were at Opelousas he was post quartermaster. The quartermaster's sergeant of the Forty-first, J. H. Kingsley, had a great deal to do with the seizures, but I don't know where he is. He had charge of the books. Maj. John F. Vinal, of New Bedford, Mass., was in direct command of the regiment while I was military governor, and while Lieutenant Colonel Sargent was provost marshal. Captains Frederick G. Pope, of Boston, and Edward L. Noyes, then of Lawrence, Mass., now of Boston, both of the Forty-first Regiment, were principally employed in these seizures.

After the forces under my command had collected the products of the country, cotton, sugar, &c., it was carted from Opelousas to Barre's Landing, and from thence

hipped down the Bayou Teche to New Orleans, to Colonel Holabird, chief quarter-naster of the Department of the Gulf. Opelousas is inland, that is, not on the Teche, nd no cotton was sent thence by water. There was no way to send cotton thence y water. The cotton was shipped from Barre's Landing under the direction of the uartermaster of that post, which was under the immediate command of Colonel reenleaf, of the Fifty-second Massachusetts Regiment. I don't recall his name. I ave no knowledge of the shipment of any cotton to any other person at New Orleans ian Colonel Holabird, that is, from that part of the country where I was military overnor. I had no official knowledge of what became of the cotton after it passed it of my lines. It is my supposition that it all went to Colonel Holabird, as he was hief quartermaster.

I was ordered to Barre's Landing on May 5, 1863, and assumed command there on ie 11th following. I left Barre's Landing Thursday, May 21, 1863. I left no troops t Opelousas. All went with me to Barre's Landing. I cannot state whether all the otton, sugar, &c., brought into Opelousas before I left it as above, had been removed hen I left it. When I left Barre's Landing as above, the post there was abandoned, nd all the products of the country previously brought there were, to the best of my nowledge, removed. I moved from there with my train and troops to Berwick, oppo-ite New Orleans, and on Tuesday, May 26, reported to Colonel Chandler, quartermas-er at Brashear City, and turned over my whole train to him. If the train contained ny cotton, it wasn't much. While I was military governor, as above, our established ines did not extend beyond Opelousas and Barre's Landing, but we had communica-ion between those two places all the time. Our parties used to go out say ten or fif-een miles into the enemy's country. The parties went under strong escort.

Cross-examination conducted by DARWIN E. WARE, Esq., for the United States:

Q. When did your seizures begin in the Saint Landry district?—A. April 20, 1863, r about then; I took command at Opelousas on that day, and we went right about t. That was what we were put there for.

Q. What personal supervision did you give to these seizures?—A. None.

Q. What supervision did you have of the reports of seizures made by parties de-ailed by you?—A. Reports would be made by the officers of the foraging parties to he quartermaster of the post, and his books were submitted to me daily.

Q. With what particularity as to means of identification as to ownership, &c., ere the reports of the quartermaster submitted to you made?—A. The cotton was ported as taken from such and such a plantation.

Q. Were there any means of identifying the cotton after seizure, by marks showing om what plantation the cotton came?—A. I can't state from my own knowledge at there were. To the best of my knowledge and belief, whenever cotton was ceipted for, the receipts run for so many bales of cotton marked so and so. If there as any order given to give receipts, it was a verbal order. I cannot say whether y such order was given. There was no written order to that effect.

Q. Did the quartermaster's books submitted to you contain memoranda of the marks the cotton, showing plantations from which it was taken?—A. Yes.

Q. From what towns in the neighborhood of Opelousas were these seizures made?—I cannot specify the towns. I can only say that they were made within 10 or 15 iles of Opelousas or Barre's Landing. These places were about 8 miles apart.

Q. Were the seizures of cotton made exclusively in any particular locality in the ighborhood of Opelousas?—A. No.

Q. For how long a time from the time when you began were these seizures made, d were they made continuously, or at intervals?—A. They were made from April to May 21. They were made continuously.

Q. Were they made after you ceased to be commander of the post?—A. No.

Q. What was done with the cotton, in the way of storage, upon its arrival at Ope-usas, or what was done with it?—A. In some cases it was piled up on vacant lots. other cases it was sent right through to Barre's Landing.

Q. When sent through to Barre's Landing was it sent in charge of the parties which rought it in, or how otherwise?—A. The same train and guard that brought it in ould carry it through.

Q. In that case would the cotton be reported to your quartermaster?—A. Yes; I ink in every case.

Q. Would the party, in such case, on arriving at Opelousas, receive new orders for s delivery at Barre's Landing, in writing?—A. No.

Q. To whom would the parties deliver it at Barre's Landing, in such case?—A. To e post quartermaster. I can't recall his name.

Q. Was the post quartermaster at Barre's Landing under your command during ese seizures and before you assumed command there?—A. No.

Q. Did the shipment of cotton at Barre's Landing to Brashear City proceed during ese seizures, and before you assumed command there?—A. I suppose so. My official owledge did not extend beyond Barre's Landing during the period inquired of.

Q. Did the reports of cotton received by the post quartermaster at Barre's Landing, before you took command there, come under your official supervision?—A. No.

Q. Had you official supervision, then, of the shipments of cotton from Barre's Landing that took place before you assumed command there?—A. No.

Q. What was the process of sending to Barre's Landing the cotton seized, which, when brought in, was stored at Opelousas, before you assumed command at Barre's Landing, as regards documentary vouchers?—A. There were no vouchers. That is, I know of none. None were given or received at the time of transfer of cotton from Opelousas to Barre's Landing. When cotton was so sent, it was without any written order showing what cotton was so sent.

Q. Were there ever any occasions for comparing the books of the post quartermasters at Opelousas and at Barre's Landing, to see whether they corresponded?—A. No; I know of none.

Q. After you took command at Barre's Landing, were any shipments of cotton made from there to Brashear City?—A. Yes.

Q. What proportion of all you seized was so shipped?—A. It would be hardly more than guess-work to answer. I should think about a third.

Q. What was the process of shipment after you took command at Barre's Landing, as regards documentary vouchers to or from yourself?—A. There were no vouchers given or received by me.

Q. What was the aggregate amount of cotton seized by you at this time—from the time of arrival at Opelousas to your departure from Barre's Landing?—A. I should say over 6,000 bales; not far from that.

Q. Did you seize any cotton which, at the time of seizure, was not in bales?—A. I do not remember of any.

Q. Was this cotton all of one quality, or how otherwise, and what was its general character?—A. I don't know anything about it.

Q. Who had charge of the shipment of cotton at Barre's Landing after you assumed command there?—A. My post quartermaster. It was Lieutenant Stoddard, I think.

Q. Under what orders from you as to its destination was it so shipped?—A. To deliver it to the quartermaster at Brashear City. It went aboard steamers.

Q. What steamers transported it?—A. I remember the name of only one, and that was the Louisiana Belle; there were several others.

Q. After the arrival of the cotton at Brashear City, have you any further knowledge of its destination, or what became of it?—A. No.

Q. What was the character of the territory in which these seizures were made, as to hostility to the United States, and were there differences in this particular between different localities?—A. I considered them all, the inhabitants of this part of Louisiana, as hostile to the United States, and enemies, although they were not in arms. They claimed the protection of the United States Government as being foreigners. They were all French there. They almost all of them had some of their male people in the war on the Confederate side.

Q. Did you know any or all of these plaintiffs when you were in command there, personally or by reputation?—A. No; I heard such names; they were common there.

Q. Did you receive any aid or manifestation of friendliness from any of these claimants while you were in command in this locality?—A. I know of none; or from any of the inhabitants.

Q. Is there any benefit of any kind to yourself depending upon the result of these claims?—A. No.

Q. Have you had any correspondence with any of these claimants or personal interviews in regard to these claims, directly or indirectly?—A. None, to my knowledge.

Q. Have you stated the names of all the officers of whom you have any recollections as having anything to do with these seizures? If not, please add them.—A. No, I have not. I will add the names of Capt. David J. Bunker, Boston; Capt. Lyman W. Gould, Boston; Capt. Francis E. Boyd, Boston; First Lieut. Bradley Dean, Boston; First Lieut. James W. Hervey, New Bedford; First Lieut. William M. Gifford, Boston; First Lieut. Wesley A. Gore, Boston; First Lieut. David P. Mussey, Cambridge; First Lieut. C. W. C. Rhodes, Boston; Second Lieut. E. H. Robbins, New Bedford; Second Lieut. Charles Stone, Lawrence; Second Lieut. William Harris, jr., Boston; Second Lieut. John H. Weston, Boston; Second Lieut. Amos Heafield, Salem.

Re-examined by JOHN J. WEED, Esq.:

Q. Was not Barre's Landing the natural shipping point to New Orleans from the district in which you made the above seizures?—A. It was, and it was the only one used by us, to my knowledge.

The witness then states:

I do not know of any other matter relative to the claims in question.

T. E. CHICKERING.

August 18, 19, 1870. Sworn to and subscribed before me.

[SEAL.] FRANCIS W. PALFREY,
Commissioner of the Court of Claims.

ort of Col. S. B. Holabird, assistant quartermaster, U. S. A. From House Ex. Doc. No. 97, Thirty-ninth Congress, second session, pages 28-40.

WASHINGTON, D. C., *August*, 1866.

ENERAL: I have the honor to submit an account, marked A, of the cotton, &c., re-ved at New Orleans during the war; also paper B, wherein the disposition of it is forth; and account C, exhibiting the proceeds thereof in money. In explanation, hould be stated that this report gives an account of cotton seized, or in military session by seizure, or from some question being raised as to its disposition. There s cotton received and transported under the Treasury regulations not included rein, as it was only handled as matter of freight. The cotton sent to New York l Boston, it is presumed, was sold by the Treasury officers, as no returns were ever de to me of any sales thereof. It will be perceived in account C that 2,700 bales ought probably to be 270) were disposed of by the United States provisional court, l really this amount ought not to appear in this report; but finding it mentioned the memorandum drawn from my accounts, it is included, although it was not con-lled or managed by the military authorities, except in so far as its transportation may ve been concerned. There are 1,207 bales of cotton derived from cotton collected m the batteries, bridges, trenches, hospitals, camps, and fields, &c., in and around works of Port Hudson, by negro troops and contrabands, under the general super-ion of Brigadier-General George L. Andrews, commanding the post, and in obe-ence to department orders marked D. This cotton mentioned was, by the exertion the people, so much clear gain to the Government, for it was all essentially lost to although a portion of it would, in all probability, have been collected and dis-sed of by adventurers and army followers. This cotton may have been the remains, iginally, of twice or thrice the number of bales mentioned; of course it was, much of in incredibly bad order, having been buried in the earth, used for beds, and some of stained with the blood of our soldiers mutilated in the siege of Port Hudson. One ndred thousand dollars of the proceeds of this cotton was applied in the Quarter-aster's Department, and not specially mentioned here. The proceeds of this cotton ay be said to have covered all the expenses of the schools for the poor colored people Louisiana up to 1865, and possibly through that year. There is a lot of 404 bales f cotton from the Brazos (Schedule A), captured by the enterprise of the troops n the Rio Grande, and several hundred miles from the fields where it was grown, hich cotton was sold by direction of the commander of the Department of the Gulf assist in paying for the steamers and vessels lost in the expedition to Brazos antiago and the Rio Grande. There was much more captured there and sold, but have not been furnished with an account of it; it was applied in the Quarter-aster's Department by like authority and for a like purpose. The cotton released parties was done so upon proper orders, by authority of the military commander nd Treasury officers, although set down as done by my orders—a custom thus lopted by such officers and persons as had charge of it subordinate to me. A great eal, held only for freight and belonging to private parties, thus stands released to A. Weed & Co., they being commission merchants or Treasury agents, and acting r several others, who were the owners, in so recovering this cotton. Finally, at the sk of tediousness, I wish to set down my testimony that the most of the cotton and her products gathered west of the Atchafalaya River, in 1863, was so gathered and elivered at points of transportation by the negro slaves of the country, who, with are tact and industry, used the teams of their masters who had fled to the enemy nd brought it from all manner of hiding places, in swamps and forests, as well as rom the plantations of their masters. They seemed to be impressed with the belief hat they were thus doing the Government some service, and earning their transpor-ation to freedom and food from its officers. It was owing to their efforts that it ould be thus moved, in the midst of rapid operations, without any real attention eing given to the subject. I saw a large amount of cotton thus gathered and deliv-red at Barry's Landing. It should be stated that, in many instances, these poor peo-le hauled out and deposited cotton where it could not be taken away, and where it ad to be abandoned altogether to returning enemies or the flames kindled by guer-las. The proceeds of twenty or thirty bales, more or less, were transferred to the pervising agent of Treasury at New Orleans, and not included in this account, al-ough sold under my general directions, they having been special cases involving nflicting and doubtful claims or violations of military orders.

Most respectfully, your obedient servant,

S. B. HOLABIRD,
Brevet-Colonel, Assistant Quartermaster, U. S. A.

Maj. Gen. M. C. MEIGS,
Quartermaster-General U. S. A.

A.—*Cotton receipts and disposition of the same in the Department of the Gulf.*

Received.	Bales.	Parts of bales.	Sacks.	Barrels.	Casks.	Lots of loose cotton.	Sources.	Date.	Disposition.	To Boston or New York.	Bales.	Parts of bales.	Sacks.
1863.								1863.					
May 15	34						Opelousas Railroad	May 18	Shipped per steamship United States	Boston	522		
16		32					do						32
17	104						do	May 26	Sold at auction by Julian Neville		300	X	
18	66						do		Sold at auction Schrœber & Schreiber		1,050	X	
18	874						Steamship Crescent		Loss by repacking		8		
19	176						Opelousas Railroad	June 1	Shipped by steamship McClellan	Boston	650		
20	33						do	June 1	Shipped by steamship Fulton	New York	300		
21	295						do	June 12	Shipped by steamship City of Bath	Boston	200		
22	472						do	June 16	Shipped by steamship Montaynos	New York	530		
23	44						do		Sold at auction by Julian Neville		770	X	
23	11						Received from picking	June 18	Shipped per steamship Patapsco	New York	480		
24	524						Opelousas Railroad	June 18	Returned to owner, Mr. Bacon		16		
25	269						do		Loss by repacking		40		
26	9						Loose cotton from picking	June 23	Sold at auction by Phinney & Amory		200	X	
27	9						Opelousas Railroad	June 24	do		351	X	
28	18						Musket's picking	June 29	do		300	II	
28	16						Abbot's picking		Delivered orphan asylum		1		
14	3,420						Capt. S. W. Cozzens'	Aug. 18	Sold at auction by George E. Tyler		300	III	
June 1	11						Baton Rouge	Aug. 24	do		300	III	
6	82						Opelousas Railroad	Sept. 2	do		300	III	
10	15						do	Sept. 9	do		300	III	
13	116						do	Sept. 21	do		402	III	
15	12						Steamship Crescent						
16	38						Steamship Saint Mary						
19	129						Steamship Crescent						
	43						Loose cotton						
July 21	228						Port Hudson	July 30	Sold at auction by George E. Tyler		228	III Cor.	pa d'
Aug. 2	347						do	Aug. 11	do		347		
Aug. 5	338						do	Aug. 13	do		338		
Sept. 21	243						do	Oct. 2	do		243	Cor...	pa d'
Oct. 10	155						do	Oct. 20	do		155		
Nov. 16	116						do	Nov. 29	do		116		
Dec. 4	8						do	Dec. 24	do		8		
Oct. 29	112						New Iberia	Nov. 6	Delivered Mr. Goodwin, order Colonel Chandler, 82.				
							do	Nov. 9	Delivered Mr. Goodwin, order Colonel Chandler, 30.		112		

	7	4	4					Bonnet Carre	Nov. 7	Taken by [illegible], special agent Treasury Department.		4	4		
	4	32						Vermillionville	Nov. 4	Taken by Col. F. W. Bringhurst at Vermillionville, for military purposes.		32			
Dec.	6	228						Brazos	Dec. 24	Sold at auction by George E. Tyler		228			
	11	196					1	do	Dec. 26	Sold at auction by George E. Tyler, 176					
										Delivered to Brott & Davis, 20					
										Delivered to Brott & Davis, one lot loose cotton.		196			
Nov.	11			8	1			Morganza	1864. Feb. 20	Sold at auction by George E. Tyler					
1864. Jan.	4			159				Opelousas Railroad	Jan. 16	do					159
	14	11						Madisonville	Jan. 29	do		11			
	9	15						Franklin	Jan. 29	do		15			
Mar.	23	123						Alexandria	May 4	Delivered to C. A. Weed		123			
	27	103						do	May 4	do		103			
	29	11						do	Apr. 30	Sold at auction by Montgomery Bros		11			
pr.	5	277		164				do	May 26	Delivered to C. A. Weed		277			164
	21	531	26	44				do	May 9	Delivered to M. A. Arial, 283					
									May 9	Ditto, 17 parts bales				17	
										Ditto, 28 sacks					28
									May 31	Sold at auction by unknown, 18					
									May 31	Ditto. 9 parts bales				9	
									May 31	Ditto, 6 sacks					6
									May 12	Delivered to H. W. Tyler, 33					
									May 26	Delivered to Thomas Janney, 76					
									May 7	Delivered to C. A. Weed, 60					
									May 7	Ditto, 10 bags					10
									May 16	Delivered to James Barron, 50					
									May 21	Sold at auction by Montgomery, 11		531			
Apr.	22	16		286				Alexandria	May 4	Delivered to C. A. Weed		16			286
	26	20						do	May 9	Delivered to M. R. Arial		20			
	27	442						do	May 5	Delivered to C. A. Weed		442			
	30	99	1					do	May 2	Issued to U. S. marshal		99		1	
	30	205		22				do	May 4	Delivered to C. A. Weed		205			22
	30	100						do		This cotton was delivered by the steamer at Natchez, Miss.		100			
	30	100						do	May 7	Delivered to C. A. Weed, 95					
									May 21	Sold at auction by Montgomery, 5		100			
Apr.	27	400						Alexandria	May 4	Delivered to C. A. Weed		400			
	29	159		9				do	May 4	do		159			9
May	1	176						do	May 11	Delivered to J. Viosca, jr		176			
Apr.	30	100						do	May 7	Delivered to C. A. Weed		100			
May	1	141		1,403				do	May 6	do		141			1,403
	1	337		4				do	May 6	do		337			4
May	19	4		5				Seized steamer Rob Roy	May 27	Delivered to W. W. Gallier		4			5
	4	5						Alexandria	May 31	Sold at auction by unknown		5			

Cotton receipts and disposition of the same in the Department of the Gulf—Continued.

Received.	Bales.	Parts of bales.	Sacks.	Barrels.	Casks.	Lots of loose cotton.	Sources.	Date.	Disposition.	To Boston or New York.	Bales.	Parts of bales.	Sacks.
May 27	1	1	14				Alexandria	June 4	Sold at auction by Montgomery		1	1	14
April 8			2				Seized steamer Sallie Robinson	June 4	do				2
11				3			Seized steamer Jennie Rogers	June 4	do				2
11			2				do	June 4	do				
11					1		do	June 4	do				
15			1	3			Seized steamer Laurel Hill	June 4	do				1
26			1				Seized steamer Universe	June 4	do				1
May 2			1				Seized steamer Sallie Robinson	June 4	do				1
9			17				Seized steamer Meteor	June 4	do			17	
April 15	4						Seized steamer Laurel Hill				4		
May 1	30						Capt. M. Martin		Not received, said to be landed at Natchez.		30		
Total	12,779	32	2,381	7	1	1					12,779	32	2,373

B.—*Statement of cotton received and disposed of from May, 1863, to May, 1864.*

te.	Disposed of.	Bales.	Parts of bales.	Sacks.	Barrels.	Casks.
3.	Cotton shipped to Boston:					
18	Per steamship United States	522				
1	Per steamship McClellan	650				
12	Per steamship City of Bath	200				
	Total	1,372				
	To New York:					
1	Per steamship Fulton	300				
16	Per steamship Montayno	530				
18	Per steamship Patapsco	480				
	Total	1,310				
	To Captains Mahler and Hawes; sold at auction on account of Corps d'Afrique fund, viz:					
11	By Geo. C. Tyler	347				
	do	338				
	do	243				
	do	155				
	do	116				
	do	8				
	Total	1,207				
54.	To Captain Mahler, sold at auction, to be by him accounted for:					
il 30	By Montgomery & Bros	11				
r 21	do	16				
	Total	27				
	To Captain M. M. Hawes, sold at auction, to be by him accounted for:					
31	By not known	23	9	6		
4	do	5	1	38	6	1
	Total	28	10	44	6	1
	Cotton returned to owners:					
4	To C. A. Weed	1,006		317		
5	do	442				
6	do	478		1,407		
7	do	532		174		
	Total	2,458		1,898		
2.						
	To Mrs. Bacon	16				
	Brott & Davis*	20				
4						
9	To M. R. Ariel	303	17	28		
12	To H. W. Taylor	33				
11	To James Viosca, Jr	176				
16	To James Barron	50				
26	To Thomas Janney	76				
27	To W. W. Gaillier	4		5		
	To Mr. McKee			207		
3.						
6	Delivered by order of Colonel Chandler to Mr. Goodwin	82				
	do	30				
9	To Mr. McKee	42				
28	Delivered to Orphan Asylum from Abbott's pickery	1				
	Military purposes:					
4	To Col. J. W. Bringhurst, at Vermillionville	32				
	Repacking, used in rebaling, &c	48		32		
	Treasury agent:					
7	To B. P. Flanders	4	4			
	United States marshal:					
	Issued to United States marshal	99	1			
54.	Lost:					
	For 100 bales cotton shipped at Alexandria, La., for New Orleans; it was not received—supposed to have been landed at Natchez	100				
il	For 30 bales of cotton, shipped by Capt. M. Martin, for New Orleans; was not received	30				

* One lot loose.

B.—*Statement of cotton received, &c.*—Continued.

Date.	Disposed of.	Bales.	Parts of bales.	Sacks.	Barrels.	Casks.
1863.	Col. S. B. Holabird, accounted for by him:					
May 17	To 300 bales					
18	To 1,050 bales					
23	To 770 bales	2,671				
26	To 200 bales					
27	To 351 bales					
June	To 300 bales	300				
Aug	To 300 bales					
	To 300 bales					
Sept	To 300 bales	1,602				
	To 300 bales					
	To 402 bales					
July 30	To 228 bales	228				
Dec. 24	To 228 bales	228				
26	To 176 bales	176				
1864.						
Jan	To 11 bales	26				
	To 15 bales					
Jan	To 159 sacks			159		
Feb	To 1 barrel				1	
	Total	12,799	32	2,373	7	1

S. B. HOLABIRD,
Brevet Colonel, A. Q. M.

C.—*Statement showing the quantity of cotton sold by Col. S. B. Holabird, the amount received therefor, and the amount refunded for illegal sales, accounted for in his money account.*

1863.	By net proceeds:		
May —.	2,671 bales cotton	$519,861 29	
	By net received for compressing 454 bales	454 00	
	Mending 400 bales	120 00	
			$520,435 29
	Less:		
	Charges	18,608 53	
	Net proceeds of 1,050 bales sold Schroder & Schriber, being a special settlement	205,118 01	
			223,726 54
	Net proceeds		296,708 75
	By net proceeds:		
June —.	300 bales cotton	55,576 26	
	Less charges	499 55	
	Net proceeds		55,076 71
	By net proceeds:		
July —.	228 bales cotton	31,688 36	
	Less charges	1,738 43	
	Net proceeds		29,949 93
	By amount deposited in New York on account of cotton sold (1,050 bales) Schroder & Schriber:		
	June 30	77,929 86	
	September 3	70,416 00	
	September 3	32,025 00	
	Total received		180,370 86
	By net proceeds:		
Aug. 18.	Sales, 300 bales	61,830 46	
24.	Sales, 300 bales	71,074 22	

3.		
2. Sales, 300 bales	$71,710 51	
9. Sales, 300 bales	70,147 28	
15. Sales, 402 bales	76,150 06	
1,602	350,912 53	
Less charges	39,989 15	
Net proceeds		$310,923 38
By net proceeds:		
24. Sales, 228 bales	62,244 77	
26. Sales, 176 bales	50,217 14	
	112,461 91	
Less charges	7,993 95	
Net proceeds		104,467 96
4.		
By net proceeds:		
16. Sales, 160 sacks in seed	1,375 98	
Less expenses	23 12	
Net proceeds	1,352 86	
By net proceeds:		
—. Sales, 26 bales	7,458 22	
Less charges	444 60	
Net proceeds	7,013 62	
By net proceeds:		
—. Sales, four bales wet and damaged cotton from steamship Alabama, picked up, claimed by Captain Garber, assistant quartermaster		751 80
Total sold by Colonel Holabird:		
5,231 bales, 159 sacks, and 1 barrel. Added four bales wet, H ‡.		
Amount		986,615 87
By proceeds of cotton sold under and by provisional court, viz:		
3.		
7. 1,795 pounds	$835 18	
6. 39 bales	7,754 50	
—. 2,700 bales	24,500 00	
Taken up in sequestration account, part of $49,865.83		33,089 68
Total received		1,019,705 55
To amounts refunded for cotton seized, viz:		
—. To A. P. Noblem, in part payment for 2,120 bales cotton, per voucher	50,000 00	
4.		
—. To same	50,000 00	
To same	50,000 00	
To same	18,582 40	
	168,582 40	
—. To Mrs. M. R. Belvins, for 89 bales cotton seized	5,660 85	
—. To B. F. Flanders, Treasury agent, for 11 bales seized for Lieutenant La Crosse	2,963 51	
—. To E. H. Martindale, for 6 bales seized	654 75	
—. To Dennis Sullivan, for 9 bales seized	2,700 00	

1864.			
Aug. —.	To Mrs. Bishop, for 4 bales seized	$460 00	
Aug. —.	To amount to Charles Parlange, for 13 bales seized	1,653 70	
1865.			
Feb. —.	To F. Otto, for 49 bales used about Port Hudson	3,101 70	
	Total refunded		$185,176 21
	Balance		834,529 34

S. B. HOLABIRD,
Brevet Colonel, A. Q. M.

QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., September 22, 1866.

SIR: In your statement of the amount of cotton passing through your command while at New Orleans, you state a balance of $834,529.34, but you do not state to what officer of the Treasury you turned over said amount or the manner of its adjustment.

Very respectfully, your obedient servant,

M. C. MEIGS,
Quartermaster-General, Brevet Major-General.

Col. S. B. HOLABIRD,
Late Chief Quartermaster, Department of the Gulf,
Now in Washington, D. C.

WASHINGTON, D. C., *September* 26, 1866.

GENERAL: I have the honor to acknowledge the receipt of your letter of September 22, 1866, calling attention to the omission to state in my report upon the cotton that passed through the command to which I belonged, "to what officers of the Treasury I transferred the $834,529.34, balance of its proceeds." This amount was used in the Quartermaster's Department as if belonging to the regular funds of that appropriation, as shown by the vouchers rendered with my accounts in that department, having been directed thus to use and report it by the major-general commanding the Department of the Gulf.

With great respect, your obedient servant,

S. B. HOLABIRD,
Brevet Colonel, A. Q. M.

Maj. Gen. M. C. MEIGS,
Quartermaster-General.

OFFICE OF ASSISTANT QUARTERMASTER,
New Orleans, La., June 18, 1863.

SIR: I have the honor to inclose to you bill of lading and invoices for 530 bales of cotton and samples. Please send me, at your earliest convenience, receipts for the same. And I have to request that the same be sold at auction, and the net proceeds be deposited in the United States subtreasury at New York to the credit of Col. S. B. Holabird, chief quartermaster, Department of the Gulf.

Respectfully, your obedient servant,

JACOB MAHLER,
Captain and A. Q. M. for Col. S. B. Holabird,
Chief Quartermaster, Department of the Gulf.

Maj. STEWART VAN VLIET,
Quartermaster, U. S. A., New York.

Report of General S. Van Vliet, Quartermaster, U. S. A. (From House Ex. Doc. No. 97 Thirty-ninth Congress, second session, pages 24 and 25.)

QUARTERMASTER'S OFFICE,
New York, October 11, 1866.

GENERAL: I have the honor to transmit herewith a condensed statement of all the cotton received by me during the war, and the disposition made of it.

I had no cotton in my hands at the close of the war.

I beg, while on this subject, to call attention to the large amount of money due our department for the transportation of cotton, and which should have been paid from the proceeds of said cotton. I frequently called Mr. Barney's attention to it, but could never bring him to a settlement.

I inclose herewith a copy of one of the several letters which I addressed him on the subject. There is more due the Government than is claimed in this letter.

It would only be right that this sum should be returned to our department.

Very respectfully, your obedient servant,

STEWART VAN VLIET,
Brevet Major-General, &c.

General M. C. MEIGS,
Quartermaster-General, Brevet Major-General, U. S. A.

Statement showing the quantity of cotton received during the year by Brevet Major-General Stewart Van Vliet, quartermaster United States Army, at New York City, the disposition made of it, &c.

No. of bales.	No. of bags.	No. of pounds received.	How disposed of.	Net proceeds.	Remarks.
61	.....	23,053	Sold at public sale	$12,126 80	Proceeds taken up on summary statement for January, 1863.
.....	241	8,600	....do	665 32	Cotton in seed. Proceeds taken up on summary statement for May, 1863.
15	.....	5,648	....do	3,289 92	Proceeds transferred to Simeon Draper, esq., United States cotton agent.
2,644	.....	1,149,862	Turned over to Hiram Barney, col'r of the port of New York.	.....	
45,800	.....	.....	Turned over to Simeon Draper, U. S. cotton agent.	.....	
48,520	421	.....	.....	16,182 04	

STEWART VAN VLIET,
Brevet Major-General and Quartermaster, U. S. A.

QUARTERMASTER'S OFFICE,
New York, August 14, 1863.

SIR: I hand you herewith the account of charges, amounting to $50,077.34, which is due this department on four shipments of cotton and sugar turned over to you, and will thank you to send me your draft for the amount at your earliest convenience.

Steamer George Peabody:		
Expenses paid at New Orleans	$9,566 38	
For four days' detention of vessel ($400)	1,600 00	
		11,166 38
Steamer Matanzas:		
Expenses paid at New Orleans	9,975 62	
For six days' detention of vessel ($550)	3,300 00	
		13,275 62
Steamer United States:		
Expenses paid at New Orleans	$14,071 27	
For five days' detention of vessel ($400)	2,000 00	
		$16,071 27
Steamer Fulton:		
Expenses paid at New Orleans	7,564 07	
For two days' detention of vessel ($1,000)	2,000 00	
		9,546 07
Total		50,077 34

Very respectfully, your obedient servant,

STEWART VAN VLIET,
Major and Quartermaster, U. S. A.

HIRAM BARNEY, Esq.,
Collector, New York City.

A true copy:

STEWART VAN VLIET,
Brevet Maj. Gen. and C. Q. M.

Correspondence between General Meigs and General Van Vliet. (*From House Ex. Doc. No. 97, Thirty-ninth Congress, second session, pages* 61–63.)

QUARTERMASTER'S OFFICE,
New York, May 23, 1863.

GENERAL: I have the honor to state that the steam transport Matanzas arrived last evening from New Orleans, and has on board 400 bales of cotton and 50 hogsheads of sugar, invoiced to me by Captain Shipley, assistant quartermaster, for sale. I am having it stored at the Atlantic Dock, and would recommend that it be sold without delay, in order to avoid the expense of storage and the risk of loss by fire.

I am informed from New Orleans that there will be a considerable amount of cotton shipped to me, and I would be glad to have some general instructions in the case. I can have it sold at the highest price at auction with but little expense, and with a certainty that everything will be done by those who sell it for the best interests of the service.

I am, very respectfully, your obedient servant,

STEWART VAN VLIET,
Major and Quartermaster.

General M. C. MEIGS,
Quartermaster-General, Washington, D. C.

QUARTERMASTER'S OFFICE,
New York, June 29, 1863.

GENERAL: I have the honor to transmit herewith a letter from Captain Mahler, acting quartermaster for Colonel Holabird, in regard to a load of cotton just received here by steamer Matanzas. This cotton is marked "U. S.," but there are no charges against it in New Orleans, as has been the case with other lots received from that city, nor is it stated that it is captured property. There must have been some charges against it in New Orleans which Colonel Holabird (not knowing that it had been turned over to the agent of the Treasury Department) intended to deduct, after the proceeds of the sale had been placed to his credit with the assistant treasurer. For the foregoing reasons, I have thought it proper to ask if this cotton should be turned over to Mr. Barney, collector, as the other has been. If it is, I should think that a certain sum should be withheld to cover any expenses that may have accrued, until Colonel Holabird can be heard from.

I am, general, very respectfully, your obedient servant,

STEWART VAN VLIET,
Quartermaster.

General M. C. MEIGS,
Quartermaster-General, Washington, D. C.

QUARTERMASTER'S OFFICE.
New York, July 24, 1863.

GENERAL: I have the honor to call your attention to my letter of the 29th of June, in regard to cotton received here from New Orleans, per steamer Matanzas.

Another load has arrived under similar circumstances. Shall it be turned over to Mr. Barney?

I am, very respectfully, your obedient servant,

STEWART VAN VLIET,
Major and Quartermaster.

General M. C. MEIGS,
Quartermaster-General, Washington, D. C.

QUARTEMASTER-GENERAL'S OFFICE,
Washington, D. C., July 28, 1863.

MAJOR: All cotton received from New Orleans should be disposed of as heretofore directed, under the law of 12th March, 1863, and General Orders No. 88, of 31st March, 1863, or April 3.

Where the charges are not known the collector should be informed that the list of charges has not yet been received, but that he will be furnished with it as soon as received.

Advise Colonel Holabird of this instruction, that he may send forward his list of charges against all such shipments at the earliest date.

I am, respectfully, your obedient,

M. C. MEIGS,
Quartermaster-General.

Maj. S. VAN VLIET,
Quartermaster, New York.

rt of Capt. W. W. McKim, assistant quartermaster U. S. A. (From House Ex. Doc., No. 97, Thirty-ninth Congress, second session, pages 68–60.)

ASSISTANT QUARTERMASTER'S OFFICE,
Boston, Mass., June 27, 1863.

NERAL: I have the honor to acknowledge the receipt of your letter of the 22d nt, in reference to certain property shipped to me by Col. S. B. Holabird, chief termaster Department of the Gulf.

evious to the receipt of your letter I had $161,535.69, being the proceeds from auc- sale of the property received by the steamer McClellan.

Tuesday last I sold at auction two hundred bales of cotton received from New ns by steamer City of Baltimore.

course in this business, and I presume also the action of Colonel Holabird, was l upon the supposition that the proceeds could be appropriated as he desired.

agent of the Treasury Department could have made a more judicious or econom- ale, or have realized more for the property than I have done, and I am confident my action will receive the approval or any competent agent the Treasury De- nent may appoint.

m ready to turn over the proceeds to the agent of the Treasury Department ever required to do so.

espectfully ask that I may be authorized to return so much of the proceeds as uffice to reimburse Colonel Holabird for the expenses at New Orleans, and to such sum to his credit, it being a proper charge against the property, before the roceeds can be determined.

uld not the freight on such property, from the point of shipment to the place of ery (when delivered from Government transports), be retained and placed to the of the Quartermaster's Department, before paying the proceeds to the Treasury rtment?

I have the honor to be, general, your obedient servant,

WM. W. McKIM,
Captain and Assistant Quartermaster.

g. Gen. M. C. MEIGS,
Q. M. G. U. S. A., Washington, D. C.

ASSISTANT QUARTERMASTER'S OFFICE,
Boston, Mass., June 14, 1866.

NERAL: Referring to your letter of the 9th instant, I have the honor to inclose a nsed statement of all cotton received by me or by any officer at this depot, as n by the records of the quartermaster's office; also its disposition, number and iption of packages, amount in pounds, and net proceeds of the sales of same.

I am, general, very respectfully, your obedient servant,

JOHN W. McKIM,
Brevet Major and Assistant Quartermaster.

j. Gen. M. C. MEIGS,
Q. M. G. U. S. A., Washington, D. C.

ent of cotton received by the Quartermaster's Department at Boston, Mass., from the commencement to the end of the rebellion.

How received.	Packages.	Pounds.	Disposition.	Net proceeds.
lack Prince from New Orleans..	2 bales.....	1,145	Sold by auction...	$209 79
r City of Bath, from New Or-	200 bales, 4 bags ..	81,081	....do	53,397 86
r McClellan, from New Orleans..	650 bales, 7 bags ..	285,558	....do	141,481 47
Total.....	.....	367,784	.....	195,089 12

rtify that the above statement is correct.

JOHN W. McKIM,
Brevet Major and Assistant Quartermaster.

ISTANT QUARTERMASTER'S OFFICE, U. S. A.,
Boston, June 15, 1866.

Fortieth Congress, second session. Senate Ex. Doc. No. 41.

Letter of the Secretary of the Treasury, communicating, in compliance with a resolution of the Senate of the 6th instant, information in relation to the disposition made of the proceeds of captured and abandoned property received by Colonel Holabird, assistant quartermaster.

MARCH 16, 1868.—Read, referred to the Committee on Military Affairs and the Militia, and ordered to be printed.

TREASURY DEPARTMENT, *March* 13, 1868.

SIR: In reply to a resolution adopted by the Senate of the United States on the 6th of March instant, requesting the Secretary of the Treasury to inform the Senate whether the examination of the account of Colonel Holabird, assistant quartermaster, has been completed by the Third Auditor; and if so, that he state the amount found to be due the fund arising from the proceeds of captured and abandoned property; whether the amount thus found due has been credited to that fund and charged to the Quartermaster's Department; and if the balance thus found due has not been credited to said fund, whether the same has not been thus credited and included in the total net sum realized from the sale of captured and abandoned property in the Treasury of the United States, I have the honor to transmit the annexed report made to me, at my request, by the Third Auditor of the Treasury, containing all the information in my power to give upon the matter concerning which inquiry is made.

Respectfully,

H. McCULLOCH,
Secretary of the Treasury.

The President of the Senate of the United States.

THIRD AUDITOR'S OFFICE, TREASURY DEPARTMENT,
March 11, 1868.

Respectfully returned to the Secretary of the Treasury, with the information that an audit of Colonel Holabird's accounts, involving the subject-matter contained in the Senate resolution of March 6, 1868, of which the within is a copy, was accomplished in this office on the 25th of January last past; that the amount found to be due from the Quartermaster's Department to the fund denominated "captured and abandoned property" was $802,392.48; that said settlement was, on the same day, viz, the 25th January, 1868, reported to the Second Comptroller of the Treasury for examination and certification of the balance arising thereon, as required by law, and was, on the 4th of February following, returned by him to this office fully confirmed. (See Settlement No. 6373, current series.) That, on the day following, to wit, the 5th of February, 1868, the balance, so found, was formally certified to the Secretary of War, with the request that he would cause a requisition to issue upon the Secretary of the Treasury, in conformity with said settlement, whereby the appropriation for the "Quartermaster's Department" would be charged, and the fund "captured and abandoned property" credited, and the objects of the settlement thus fully accomplished; and finally, that up to the present time such requisition of the Secretary of War has not issued, so far as this office is aware, and no information has been received from the War Department in relation thereto.

JOHN WILSON, *Auditor.*

Return of Treasury Department.

In pursuance of the act of Congress of 22d of February, 1849, relating to the certification of records, under seal, by the Secretary of the Treasury, and of the acts of February 24, 1855, section 13, empowering the United States Court of Claims "to call upon any of the Departments for any information it may deem necessary," and whereas the last provision of the above-named section, to wit, that the head of no department shall answer any call for information or papers, in his opinion, it would be injurious to the public interest, is in nowise violated by the transmission of the annexed information: Therefore, on this 22d day of August, in the year 1870, the Secretary of the Treasury of the United States, in answer to the request of the above-named Court of Claims, dated August 22, 1870, submits the following as being the information now on file in his office touching the matters inquired of by said request, in the cause of Jules Lapene & August Ferre *vs.* The United States, to wit:

That a balance found due from the Quartermaster's Department on account of the transactions of Capt. S. B. Holabird, in New Orleans, of $802,392.48, was transferred to the captured and abandoned property fund, as follows:

June 15, 1868	$43,958 60
June 29, 1868	758,433 88
	802,392 48

WM. A. RICHARDSON,
Acting Secretary.

Return of Treasury Department.—Filed October 5, 1870.

UNITED STATES OF AMERICA, TREASURY DEPARTMENT.

In pursuance of the act of Congress of 22d of February, 1849, relating to the certification of records, under seal, by the Secretary of the Treasury, and of the act of February 24, 1855, section 13, empowering the United States Court of Claims "to call upon any of the Departments for any information it may deem necessary," and whereas the last provision of the above-named section, to wit, that the head of no Department shall answer any call for information or papers if, in his opinion, it would be injurious to the public interest, is in nowise violated by the transmission of the annexed information: Therefore, on this 1st day of October, in the year 1870, the Secretary of the Treasury of the United States, in answer to the rule of above-named Court of Claims, dated August 25, 1870, submits the following as being the information now on file in this office touching the matters inquired of by said rule in the cause of Jules Lapene and August Ferre *vs.* The United States, to wit:

That the shipments of cotton in 1863, by Col. S. B. Holabird, chief quartermaster at New Orleans, received and sold by Hiram Barney, United States cotton agent at New York, aggregated 2,644 bales, the net proceeds of which amounted to $622,148.81.

[SEAL.] GEORGE S. BOUTWELL,
Secretary of the Treasury.

In the United States Court of Claims. December term, A. D. 1871.

No. 3392. L. Queyrouze, administrator, *vs.* The United States.
No. 3391. Michel Castille *vs.* The United States.
No. 3348. Desire Godet *vs.* The United States.
No. 3347. Cornelius Donato *vs.* The United States.

Deposition of Joseph H. Kingsley.

DISTRICT OF LOUISIANA,
City of New Orleans, ss:

Be it known that on this 29th day of March, 1870, before me, D. Urban, a United States commissioner in and for said district, duly commissioned and qualified, and a commissioner of the United States Court of Claims, personally came and appeared Joseph H. Kingsley, of sound mind and lawful age, a witness for the claimants in the suit entitled Lapene & Ferre *vs.* The United States, pending in the United States Court of Claims, and numbered 3052 on the docket, who, being first duly sworn to testify the truth, the whole truth, and nothing but the truth, deposes and says:

Present, A. Barq, of counsel for the claimants; Wm. Fessenden, of counsel for the United States.

By the COMMISSIONER:

Q. Please state your name, age, residence, and occupation; whether you are interested in the result of this suit, or related to the claimant.—A. My name is Joseph H. Kingsley; forty-five years old; I reside in the parish of Jefferson, and am the financial manager of the Merrill plantation. I am not related to the claimant or interested in the result of this suit.

I have been in the military service of the United States during the late civil war. I entered the service on the 21st August, 1862, in the Forty-first Massachusetts Volunteer Infantry, afterwards the Third Massachusetts Cavalry. When I first went into service I was a quartermaster sergeant, after quartermaster. My regiment was engaged in Louisiana during the late war from September 17, 1862, to July 16, 1864. We were at Baton Rouge, Opelousas, Port Hudson, and on the Red River Expedition in Louisiana.

I was in Opelousas, in the parish of St. Landry, with the regiment, from the first week in April to second week in May, 1863, about a month or five weeks; my colonel, Colonel Chickering, was made military governor at Opelousas; I had orders from him to take charge of all confiscated property within a circuit of 10 or 15 miles from Opelousas, that is, the confiscated property was brought in from this circuit to me at Opelousas. All cotton received by me I sent to Barre's Landing, and there delivered to Major Carpenter or his employé. Major Carpenter was an assistant quartermaster. I was myself to Barre's Landing once; saw cotton there; saw some on the boat and on the landing. I know Captain Frederick G. Pope; he was captain of Company D, Forty-first Massachusetts Regiment. I know that he and all the other officers of the regiment had orders to take cotton; I have not my books nor memoranda of my doings at Opelousas, having been captured at Mansfield, on the Red River.

I kept an accurate account of the number of bales and the marks, and the plantations where taken, and the officers by whom taken.

Cross-examined:

All the cotton seized in that parish was not brought into Opelousas, and therefore all of it did not pass through my hands; I have no knowledge or information that any of the cotton seized was returned to its owners, but I am confident that none of that which was received by me was not returned; that is, I am confident that all cotton received by me was sent to Barre's Landing; I was only once at Barre's Landing; I was at Barre's Landing somewhere between the 1st and 10th of May, 1863; I received the names of the claimants or reputed owners from the officer making the seizure.

Re-examined:

When I sent cotton to Barre's Landing I did not receive or take receipts from Major Carpenter or his employé; this business I did not consider as my regular duty of quartermaster sergeant, and therefore took no receipts.

Q. (in general). Do you know anything else, other than what you have already stated, which may benefit either party; if so, please state the same?—A. I know nothing else.

JOS. H. KINGSLEY.

Sworn to and subscribed before me, this 29th March, 1870.

[L. S.]

D. URBAN,
U. S. Commissioner, &c.

Deposition of Louis Heichelheim.

By the COMMISSIONER:

Q. Please state your name, age, residence, and occupation; whether you are in any degree related to the claimants, or interested in the result of this suit.—A. My name is Louis Heichelheim; am thirty-seven years old; reside in New Orleans, and am an accountant by occupation; am not related to the claimants in this suit or interested in its results. I am a native of Germany. I came to the United States in the year 1852, and have resided here the last thirteen years. When the war broke out I was a bookkeeper, employed by different firms. I was the chief clerk of Captain Mahler; was employed by him as such in the spring of 1863, about two months after he took possession of the office, the spring following the arrival of General Banks. I cannot recollect the exact date. I made reports of all transactions of Captain Mahler, assistant quartermaster, to the Quartermaster's and Treasury Department at Washington. Captain Mahler was in charge of all transportation and of certain captured property—sugar and cotton; sugar I am not positive about, as it was delivered to Commissary Department for Army purposes, as far as I know. I don't remember the date of the Teche expedition, or whether I was in the employ of Captain Mahler at the time; there was a large quantity of cotton on hand when I came into the office, of which a portion was shipped North and a portion sold by direction of the chief quartermaster; this cotton was stored in the Shipper's press. I made returns of the amount sent North and paid employés who were in charge of cotton at that press. I was at the press once while the cotton was there. A man named George Smith was in charge of the press; he made returns to the office of Captain Mahler of all transactions as they took place; at the time I first went into the office of Captain Mahler there may have been from two to five thousand bales on hand at this press. Previous to my coming there, cotton had been shipped to European ports, I know, because a large amount of money was then owing by the shippers, Schroeder & Shreiber, to the Quartermaster's Department for the Government. I do not remember the names of the vessels by which cotton was shipped. I have no knowledge of the condition of the cotton when received. I know that a number of bales had no legible marks from the reports made to the office. I made six invoices, more or less, of cotton shipped North; that to New York was directed to Major or General Van Vliet, quartermaster; that to Boston to Captain MacKim, assistant quartermaster. I do not remember the amount of these invoices. I made invoices by several steamers. These invoices were made in the summer of 1863, when the building opposite Lafayette Square was occupied by the Quartermaster Department.

Cross-examined:

Q. Have you any knowledge of cotton received as captured, which was given up to claimants by Captain Mahler?—A. I remember that several lots were returned to owners by direction of the chief quartermaster to persons claiming them. I made the returns of Captain Mahler to the Third Auditor of the Treasury Department of

all money transactions, and reports of all properties to the Quartermaster-General's Office.

Q. (in general). Can you state anything else which may benefit either party other than what you have already stated?—A. I do not.

LOUIS HEICHELHEIM.

Sworn to and subscribed before me April 10, 1870.
[L. S.]

D. URBAN,
U. S. Commissioner, &c.

DISTRICT OF LOUISIANA,
City of New Orleans, ss:

On this 23d day of April, 1870, before me, D. Urban, an United States commissioner in and for said district, and a commissioner of the United States Court of Claims, duly commissioned and qualified, personally came and appeared Samuel H. Brown, John Wilson, and George Smith, of sound minds and lawful ages, witnesses on behalf of claimants in the suit of Lapene & Ferre, "claimants," *vs.* The United States, pending in the United States Court of Claims, who, being each duly sworn to testify the truth, the whole truth, and nothing but the truth, did each depose and say:

Present, A. Barq, of counsel for claimants; Wm. Fessenden, of counsel for the United States.

Deposition of Samuel H. Brown.

Q. Please state your name, age, residence, and occupation; whether you are in any degree related to the claimant, or interested in the result of this suit.—A. My name is Samuel H. Brown; 43 years old; reside in New Orleans; am not doing anything now, but was lately an inspector of customs; I am not related to the claimants in this suit, nor have I any interest in this suit; my last permanent residence here has been for eleven years; am a native of Pennsylvania. When the war broke out I was in the house of Allen Hill, on Baronne street; I was his bookkeeper and general business man. In 1863 and 1864 I was shipping clerk for Capt. Jacob Mahler, assistant quartermaster United States Volunteers; I think I became shipping clerk in April or May, 1863, when Captain Mahler took possession; it was about the same time, or a little before, the expedition to the Teche country, under General Banks or Weitzel; I know that a quantity of cotton arrived here, and was turned over to the quartermaster after that expedition: there was from four to six thousand bales, more or less. Col. S. B. Holabird was chief quartermaster. The cotton before alluded to came here, some by rail and some by steamers. When I first saw the cotton, it was on the left bank of the river, at New Orleans. I cannot give the date of the first arrival of this cotton. The cotton was sent to the Factors' press—the majority of it; I think some of it was sent to the Redding press; I know it, because I saw some of the cotton at the press. It was sent there for storage, I believe. That in the Factors' press staid several months there—some of it; the time is so long that my memory may be a little at fault. My duties were to load and unload all water-craft in the quartermaster's service, and to see that all stores were sent to the depots. I went regularly every day to these presses, particularly to the Factors'. I think some of the cotton before alluded to was, part of it, shipped North, and part sold here. I don't know in what proportions. Tyler and Neville were the general auctioneers, but I don't know if they sold any of the above cotton, although I think they did. It was my business to see the cotton shipped that was shipped. I don't know how many bales were shipped, nor how many invoices were made, nor the name of the steamers, as there were so many that I cannot name any particular steamer. Schroeder & Schrieber purchased a large lot of cotton from Captain Mahler, which they shipped to Europe; not positive if it was of this cotton. This cotton was shipped in the early part of the summer of 1863. I mean the Schroeder & Schrieber cotton. I have a list of the arrivals and departures of the vessels from this port, but not of their cargoes. Some of the cotton which arrived was rebaled, and put in shipping order previous to shipment. Generally, when the cotton arrived here the baling was in bad order. Captain Mahler ordered a list of the marks to be taken, as far as possible, and a considerable portion of this cotton had arrived before he gave this order. I understand that Captain Mahler is in Europe. George Smith had charge of all captured cotton in the presses; he is now one of the proprietors of the Fire-proof press. I find among my papers a memoranda showing that, on May 13, 1863, Captain Mahler received from Captain S. W. Cozzens 3,420 bales of cotton that came from the Teche country. I am not positive whether the cotton shipped North was shipped previous to or after this date. The order of Captain Mahler to take the marks on the cotton was given after a considerable portion of the cotton was in the press. After this order we took an account of the planters' marks on the cotton as it arrived on the levee; and as to the cotton already in the press, we took the marks as it was shipped from the press, so far as it

was possible. I have now a memorandum of those marks in my possession—a co from the original memorandum which was in the quartermaster's office. At your r quest I have examined said memorandum, and find that we received the followi cotton: 3 bales, marked V. M.; 4, marked J. W.; 1, marked J. R.; 5, marked L. and 1, marked O. D. On a good deal of cotton received the planter's marks cou not be distinguished.

Cross-examined:

Q. Did you find in said memorandum any cotton marked L. Y., L. V. G., J. N. N. A., J. W.?—A. I did not. Some cotton which was received on the levee, or in press, and neither shipped or sold, was given up by order of the chief quarterma to the claimants of the same, whose names I do not know, nor do I know where cotton was received from.

Q. Have you any knowledge that any cotton received by the quartermaster's partment was paid for by the quartermaster's department, or the claimants of same settled with for such cotton?—A. By order of Captain Mahler, assistant quar termaster, I examined several lists of cotton presented by the claimants of the same, and upon which I reported back with remarks. Captain Mahler then [remarked] that said cottons had been paid for by the quartermaster's department. I do not now remember the names of the same.

Q. Do you remember any instance in which a lot of cotton was paid for in full, according to the number of bales claimed by the claimant of the same, when your record did not show but a few bales of the same mark in your possession?—A. I have no positive knowledge of the fact.

Q. State what knowledge you have about it.—A. I have seen several reports made out in Captain Mahler's office, giving a partial list of cotton from the records in his office, which list was recommended as a basis, in evidence, that all the cotton of that mark had been received, but that, from the condition of the cotton, it was impossible to identify all the marks. All I know about the payment of these claims last spoken of was that Captain Mahler told me afterwards that the claims had been paid.

(Objected to by counsel for the claimants in this case as irrelevant.)

Redirect:

Q. You say, in your direct examination, "the order of Captain Mahler to take the marks on the cotton was given after a considerable portion of the cotton was in the press. After this order, we took an account of the planters' marks on the cotton as it arrived on the levee, and as to the cotton already in the press, we took the marks as it was shipped from the press, so far as was possible;" is it not to your knowledge that a quantity of cotton had been shipped North previous to your receiving this order?—A. I am under the impression that there was. It is not to my knowledge that Lapene & Ferre were paid for any cotton claimed by them.

Recross:

The order of Captain Mahler to take the marks on the cotton was given after a large quantity of the cotton had been received from the Teche country. The cotton shipped North, I think, was shipped after the arrival of the cotton from the Teche.

Q. (In general.) Can you state anything else which may benefit either party? If so, state the same.—A. I cannot.

SAM. H. BROWN.

Sworn to and subscribed before me this 23d April, 1870.

[L. S.] D. URBAN,
United States Commissioner, &c.

Deposition of John Wilson.

By the COMMISSIONER:

Q. Please to state your name, age, residence, and occupation; whether you are related to the claimants, or interested in the result of this suit.—A. My name is John Wilson; thirty-two years old; reside in New Orleans; a clerk by occupation; I am not related to the claimants, nor interested in this suit. I was born in Norway; have been in New Orleans about fifteen years. I was in the employ of the Quartermaster's Department from the latter part of 1862 up to some time in 1864. When Captain Mahler was acting as quartermaster I was a discharging clerk for the Quartermaster's Department on the levee. My duties were to assort and deliver all freight coming in by transports. I have knowledge of the expedition to the Teche, Attakapas, and Opelousas expedition under General Banks. I remember seeing a large lot or lots of cotton come across the Mississippi River by the ferry of the Opelousas Railroad, and which came by said railroad. I received this cotton and sent it to the press. To the best of my knowledge it went to the Shipper's press, but it might have gone to some other press. I gave receipts to the dray for each load of cotton. This receipt was signed

t the press and returned to me, and by me turned over to the Quartermaster's Department. There was a heap of cotton received, but I have no idea of the number of ales; don't know what become of the cotton after it left my hands.

Cross-examined:

I kept no records of the marks that were on the cotton. The boats would give us list of the bales on board, of parts of bales and loose cotton, but did not give us a st of the marks, The Opelousas Railroad extended then to Berwick's Bay.

Q. (In general.) Can you state anything else which may benefit either party?—A. cannot.

JNO. WILSON.

Sworn and subscribed before me this 23d April, 1870.
[L. S.]

D. URBAN,
U. S. Commissioner, &c.

Deposition of George Smith.

By the COMMISSIONER:

Q. Please state your name, age, residence, and occupation, whether you are related to claimants in this suit, or interested in the result thereof?—A. My name is George Smith; about forty years old; reside in New Orleans; am engaged in the cotton-press business; I am not related to the claimants; don't know them; nor am I interested in the result of this suit. I was born in Ireland; am a British subject; have been in this country about twenty-three years, and in New Orleans all that time. I was in the employment of Capt. Jacob Maher, assistant quartermaster. I had charge of the cotton when received in the press. I also used to weigh the grain and hay on the levee. I can't state the exact date when I was first employed by Captain Mahler, but I think it was shortly after he took charge. It was either in the spring or summer. I first took charge of the cotton stored in the Reading press, and what cotton remained in this press was hauled to the Factor's press, and I then took charge of the cotton in the Factor's press, and the cotton was removed to the Shipper's press. That was the last press. We shipped a great deal of cotton to New York from the Reading press. This cotton was branded U. S. in the press, and weighed and shipped under that mark. The plaintiff's mark was never taken. The average of cotton, I suppose, was about the same average as now—say about 450 to 460 pounds per bale. I have no idea by what vessels this cotton was shipped. Some cotton was classed, marked, and weighed by order of Captain Mahler, and sold here by Tyler, the auctioneer. I think some cotton was released by order of Captain Mahler; was given up. I never released any cotton except by official order; and I am positive that all the cotton which was not released was shipped North or sold by Tyler. Tyler was employed as auctioneer by the United States to sell the cotton. He was not an official. I suppose he was a friend of Captain Mahler's and therefore got the selling of the cotton.

Cross-examined:

Cotton, when received on the levee, was hauled to the press by the United States wagons, and there received by United States employés. These wagons were the regular United States wagons, all branded U. S. At these presses, or in either of them, we had not the facilities for repacking or rebaling. A great deal of this cotton was received in bad order. Some of it went from the press and some from the levee directly to the pickery for rebaling; and a great deal of this cotton was received in bulk, which had been previously baled, but the hoops and ties were bursted. This cotton went to D. Mushet's pickery, and a small portion went to Abbott's pickery. The proprietors of the pickeries had charge of them. Captain Mahler, I suppose, had charge of the cotton about five or six months; I believe up to the time that Flanders took charge. Received from the pickery all the cotton that was sent from the presses to the pickery for rebaling, and received the bales from the pickery, of the cotton which was received at the levee in bulk, and sent to the pickery for rebaling. I kept a regular account of all cotton received at the presses.

Q. Were there losses on the cotton sent to the pickery from the press?—A. All cotton going to a pickery will lose more or less. We kept no account of the difference in weight of the cotton sent to the pickery from the press and the cotton returned.

Q. (In general.) Can you state anything else which may benefit either party? If so, please state the same.—A. I cannot.

GEORGE SMITH.

Sworn to and subscribed before me this 23d April, 1870.
[L. S.]

D. URBAN,
United States Commissioner, &c.

It is agreed by counsel that the depositions of William H. Kingsley, Louis Heichelheim, Samuel H. Brown, George Smith, and John Wilson, taken on behalf of claimants in above cause, may also be used in the cases of Cornelius Donato, Simon Querouze, Michael Castille, Desire Godet, Eugene Pettin, and Joseph Colomb *v.* The United States, pending in the Court of Claims.

AUG. BARQ.
WM. FESSENDEN,
Special Attorney Treasury Department.

NEW ORLEANS, *April* 23, 1870.

Extract from the return of War Department in Ed. H. Martin *v.* The United States, No. 3235.

Statement of distances between New Orleans and Opelousas.

NEW ORLEANS, LA., *February* 26, 1864.

COLONEL: I send you the following distances, requested by you:

	Miles.
New Orleans to Brasher City by railroad	80
New Orleans to Brasher City by common road	120
Brasher City to Barre's Landing by water	130
Brasher City to mouth of Courtableau	90
Brasher City to Semmes' Port	160
Brasher City to Opelousas by land	97

Very respectfully, your obedient servant,

D. C. HOUSTON,
Major and Chief Engineer, D. O. G.

Col. S. B. HOLABIRD,
Chief Q. M., D. O. G.

Extract from letter of S. W. Cozzins to Col. S. B. Holabird.

NEW ORLEANS, *March* 8, 1864.

COLONEL: In reply to your communication of the 1st instant, asking for any information I may have relative to the cotton procured by military operation on the Bayou Teche and its vicinity, early in the summer of 1863, I have the honor to state that at that time I was connected with the United States Quartermaster's Department in this city, and received some 6,000 bales of the cotton in question in New Orleans—a portion of it from the hands of the agents of the Opelousas Railroad, and a part from United States transports arriving at this port.

* * * * * * * *

I am quite sure that the transportation charge was the same as that now charged private individuals for freight on the Opelousas Railroad, and at that time the entire force of the road and rolling stock (which was limited) was taken up by this cotton to the exclusion of all other freight, large quantities of which were awaiting shipment over the road. I would further state that the steamers upon which this cotton was shipped from this port to New York could have been freighted at far more advantageous rates for private parties than was charged upon the transports by the Quartermaster's Department, as I was at the time informed and believed.

I have the honor, colonel, to be your most obedient servant,

S. W. COZZINS,
Superintendent Plantation.

Col. S. B. HOLABIRD,
C. Q. M., Dept. of Gulf, New Orleans.

Statement of charges on cotton shipped from New Orleans to New York and Boston.

OFFICE CHIEF QUARTERMASTER, DEPARTMENT OF THE GULF,
New Orleans, La., August 8, 1864.

Respectfully forwarded to the Quartermaster-General. Separate bills are inclosed of the different shipments to the North. It is important that these amounts be collected and remitted to this Department. We have had to rebuild the Opelousas Railroad throughout, so far as the bridges are concerned. Many steamers were hired, Freight bills and taxes have to be paid, and my estimate of funds do not cover such an amount.

S. B. HOLABIRD,
Colonel, Chief Quartermaster.

of charges on 530 bales of cotton shipped on the 17th of June, 1863, per steamship Matanzas, to Major Stewart Van Vliet, quartermaster at New York, by Col. . B. Holabird, chief quartermaster, Department of the Gulf, at New Orleans.

		Pounds.
V. S. No. 1-200.	200 bales middling cotton	87,510
V. S. No. 200-300.	100 bales good ordinary cotton	43,958
V. S No. 301-530.	230 bales ordinary cotton	98,363
Total	530 bales, weighing	229,831

CHARGES.

arges and freight from Barre's Landing to Brashear City, $15	$7,950 00
arges and freight per Opelousas Railroad, $13	6,890 00
baling, picking, classing, compressing, bagging, rope, twine, weighing, drayage, labor, &c., per bale, $10	5,300 00
neral hospital tax, per bale, $5	2,650 00
ternal revenue tax on 229,831 pounds, ¼ cent	1,149 16
ternal revenue fees for marking, per bale, 5 cents	26 50
eight to New York	4,596 62
	28,562 28

hereby certify that the above charges are correct, and have to request that the ount of $28,562.28 be placed to my credit.

S. B. HOLABIRD,
Colonel and Chief Quartermaster, Department of the Gulf.

l of charges on 480 bales cotton shipped on the 19th day of June, 1863, per steamhip Patapsco, to Major Stewart Van Vliet, quartermaster at New York, by Col. S. B. Holabird, chief quartermaster Department of Gulf, New Orleans:

		Pounds.
S. No. 1-300.	300 bales new middling cotton	124,918
S. No. 301-480.	180 bales good ordinary cotton	77,036
Total	480 bales, weighing	201,954

CHARGES.

ight and charges from Barre's Landing to Brashear, $15	$7,200 00
ight and charges per Opelousas Railroad, $13	6,240 00
penses—picking, rebaling, T. bagging, twine, rope, cleaning, weighing, ompressing, drayage, labor, &c., $10	4,800 00
neral hospital fees, $5	2,400 00
ernal revenue tax on 201,954 lbs., at ¼ cent per lb	1,009 77
ernal revenue fees for marking, at 5 cents per bale	24 00
eight to New York, at 2c. per lb	10 40
	$25,712 85

lame remarks as on No. 1.

S. B. HOLABIRD,
Colonel and Chief Quartermaster.

l of charges on 200 bales cotton shipped this 13th of June, 1863, per steamship City of Bath, to Captain W. W. McKim, A. Q. M., at Boston, by Col. S. B. Holabird, hief quartermaster, Department of Gulf, New Orleans, La.

		Pounds.
S. No. 1-100.	100 bales low middling cotton	41,412
U. S. No. 101-200.	100 bales good middling cotton	40,272
Total	200 bales	81,684

CHARGES.

Freight and charges to Brashear City, per bale, $15	$3,000 00
Freight and charges per Opelousas Railroad, $13	2,600 00
Picking, rebaling, rope, bagging, twine, compressing, cleaning, weighing, drayage, and labor, $10	2,000 00
General hospital tax, $5	1,000 00
Internal revenue tax on 81,684 pounds, at ½ cent	408 42
Internal revenue fees for marking, at 5 cents per bale	10 00
Freight to Boston, 81,684 pounds, at 2 cents	1,633 68
	$10,652 10

Same remarks as on No. 1.

S. B. HOLABIRD,
Colonel and Chief Quartermaster.

Bill of charges on 300 bales of cotton shipped this 6th day of June, 1863, per steamship Fulton, to Major Stewart Van Vliet, quartermaster U. S. A., New York, by Col. S. B. Holabird, chief quartermaster Department Gulf, NewOrleans, La.

V. S. No. 1-300. 300 bales low middling cotton, 132,813 pounds.

CHARGES.

Freight and charges to Brashear City, per bale, $15	$4,500 00
Freight and charges per Opelousas Railroad, per bale, $13	3,900 00
Expenses for picking, baling, rope, bagging, twine, compressing, cleaning, weighing, drayage, and labor, per bale, $10	$3,000 00
General hospital tax, per bale, $5	1,500 00
Internal revenue tax, 131,813 pounds, at ½ cent	664 07
Internal revenue fees for marking, per bale, 5 cents	15 00
Freight to New York, 132,813 pounds, at 2 cents	2,656 26
	16,235 33

Same remarks as on No. 1.

S. B. HOLABIRD,
Colonel and Chief Quartermaster.

Bill of charges on 522 bales cotton shipped this 23d day of May, 1863, per steamer United States, to Capt. W. W. McKim, ass't Q. M., U. S. A., at Boston, by Col. S. B. Holabird, chief quartermaster Department Gulf, New Orleans, La.

U. S. No. 1-522 bales cotton weighing 230,257 pounds.

CHARGES.

Freight and charges from Barre's Landing to Brashear City, per bale, $15	$7,830 00
Freight and charges, per Opelousas Railroad, per bale, $13	6,786 00
Expenses picking, rebaling, India bagging, rope, twine, classing, weighing, compressing, drayage, and labor, at $10 per bale	5,220 00
General hospital tax, $5 per bale	2,610 00
Internal revenue tax, 230,257 pounds, at ½ cent	1,151 29
Internal revenue fees for marking, 5 cents per bale	26 10
Freight from Boston, 2 cents	4,605 14
	28,228 53

I certify that the above bill is a correct one of costs in collecting cotton in the enemy's country, as near as can be arrived at.

Many charges for labor of troops, negroes, &c., have to be omitted.

The former bill was incorrect, and had no charges for the most expensive and difficult transportation, viz, down the Courtableau and Atchafalaya.

S. B. HOLABIRD,
Colonel and Chief Quartermaster.

Bill of charges on 650 bales cotton shipped this 5th day of June, 1863, to Capt. W. W. McKim, A. Q. M. Department of the Gulf, Boston, on board steamship McClellan, by Col. S. B. Holabird, chief quartermaster Department of the Gulf, New Orleans, La.

		Pounds.
U. S. No. 1-300.	300 bales low middling cotton	133,456
U. S. No. 301-450.	350 bales good ordinary	154,111
Total	650 bales weighing	287,567

CHARGES.

l charges to Brashear City, per bale, $15	$9,750 00
l charges, per Opelousas Railroad, per bale, $13	8,450 00
picking, rebaling, rope, bagging, twine, compressing, classing, , drayage, and labor, per bale, $10	6,500 00
spital tax, per bale, $5	3,250 00
venue tax on 287,567 lbs., per pound ½ cent	1,437 83
venue fees for marking, per bale, 5 cents	32 50
Boston, per pound, 2 cents	5,751 34
	$35,171 57

ıark as on No. 1.

S. B. HOLABIRD,
Colonel and Chief Quartermaster.

112 bales cotton shipped by U. S. Q. M. Department of the Gulf, per steamer 'eabody, and consigned to Major Stewart Van Vliet, quartermaster, U. w York, marked U. S.

* * * * *

ight, 180,763 pounds.

CHARGES.

412 bales cotton, per Opelousas Railroad, at $13.50 per bale	$5,356 00
ıx on 412 bales cotton, at $5 per bale	2,060 00
repacking, patching, at $5 per bale	2,060 00
ax, at 50 cents per 1,000 pounds	90 38
	$9,566 38

revenue tax not paid.
E.
LEANS, *May* 9, 1863.

ed States Quartermaster's Department of the Gulf the following charges oice of 412 bales of cotton, per Opelousas Railroad:

412 bales of cotton, $13	$5,356 00
ıx on 412 bales cotton, $5	2,060 00
repacking, patching, &c., $5	2,060 00
ax, at 50 cents per 1,000 pounds	90 38
	$9,566 38

LEANS, *May* 9, 1863.

that the foregoing invoice of cotton this day transferred to Major S. Van termaster U. S. A., is correct, and that the amount of $9,566.38 is due Col. ıbird, chief quartermaster Department of the Gulf, as set forth in the in- have to request, on the sale of the cotton, that that amount be transmitted

ALEX. N. SHIPLEY,
Captain A. Q. M., U. S. A.

400 bales cotton shipped by U. S. Quartermaster's Department of the Gulf, ner Matanzas, and consigned to Major Stewart Van Vliet, U. S. quarter- New York.

* * * * * *

ight of 400 bales cotton, 174,244 pounds.

CHARGES.

r Opelousas Railroad, at $13 per bale	$5,200 00
ıx, at $5 per bale	2,000 00
repacking, &c., at $5 per bale	2,000 00
ax on 174,244 lbs., 50 cents per 1,000 lbs	87 12
	$9,287 12

E.
LEANS, *May* 12, 1863.

I certify that the foregoing invoice is correct, and have to request, when the cotton is sold, that the sum of $9,287.12 be placed to the credit of Col. S. B. Holabird, chief quartermaster, Department of the Gulf, which amount is due this department, as set forth under the head of charges.

ALEX. N. SHIPLEY,
Capt. and A. Q. M., U. S. A.

In the United States Court of Claims, December term, A. D. 1870.

No. 3052. Lapene & Ferré *v.* The United States.
No. 3391. Michael Castille *v.* The United States.
No. 3348. Desire Godet *v.* The United States.
No. 3390. Jean Laporte *v.* The United States.
No. 3392. Simon Queyrouze *v.* The United States.
No. 3346. J. D. Swaim *v.* The United States.
No. 3347. Cornelius Donato *v.* The United States.
No. 3098. Robert P. Rayne *v.* The United States.

It is hereby stipulated and agreed that E. C. Clark, of Northampton, Hampshire County, Massachusetts, a witness on the part of the claimant in the above-entitled cause, may be examined, and his deposition taken upon interrogatories and cross-interrogatories hereto annexed, and that the clerk of the Court of Claims may issue a commission for that purpose directed to Hon. Samuel F. Lyman, judge of probate and insolvency for the county of Hampshire, and State of Massachusetts, or to any other judge of a court of record for said county.

WEED & CLARKE,
Solicitors for Claimant.
THOMAS H. TALBOT,
Assistant Attorney-General.

Deposition of E. C. Clark, of Northampton, Mass., as witness in the causes, the numbers and titles of which are hereto annexed, taken at said Northampton, at the office of, and by and before me, Samuel F. Layman, esq., on the 17th, 18th, and 19th days of October, A. D. 1870, in pursuance of the commission, also hereto annexed, to me directed.

Said E. C. Clark, the witness before named, being first sworn by me according to law to tell the truth, the whole truth, and nothing but the truth, relative to the before-named causes; and I hereby certify that neither the solicitor of the United States, nor either of the claimants, his agent, attorney, or any other person was present at the examination of said witness.

SAMUEL F. LYMAN,
Judge of said Courts and Commissioner.

Direct examination.

Interrogatories to be propounded to E. C. Clark, a witness to be examined on the part of the claimant in the above-entitled cause:

Int. 1. Please state your name, your age, your occupation, and place of residence the past year. Have your any interest, direct or indirect, in the above-entitled suit; and are you in any degree related to the claimant named in said causes, or either of them. If so, state how you are related to them, or either of them?—A. My name is E. C. Clark; age, 43 years. I am a livery-stable keeper, and reside at Northampton aforesaid, and have for the past year or more. I have no interest, direct or indirect, in the foregoing entitled suit. I am not in any degree related to the claimant in said suit, or either of them.

Int. 2. State whether or not you were in the military service of the United States during the months of April and May, 1863; and if so, in what capacity were you in such service; where were you stationed, and to what duty were you assigned during said months of April and May, 1863?—A. I was in the military service of the United States during the months of April and May, 1863, in the capacity of quartermaster of the Fifty-second Regiment Massachusetts Volunteers, and part of said time post quartermaster at Barre's Landing, La.; I was stationed with the regiment until on or about the fifth day of May, 1863. After that date I was stationed at Barre's Landing, as post quartermaster. I left Barre's Landing on or about May 20, 1863.

Int. 3. State if at any time during the said months of April and May, 1863, there came into your possession, or was received by you, for and on account of the United States, any cotton; and if so, state from whom such cotton was received by you;

much you received, and what disposition you made of any cotton received by during said months of April and May, A. D. 1863?—A. During said time, between th and 20th days of May, cotton came into my possession for and on account of United States. I did not receive such cotton from any person or persons, but d the same piled up on the bank of the bayou, brought there by the contrabands, their own teams; I have no account of how much came into my possession or received in this way, and do not now recollect; I shipped about 4,000 bales of n from said bank or landing.

t. 4. State whether you kept any record or memorandum of the cotton received disposed of by you, for and on behalf of the United States, during said months pril and May, A. D. 1863. If so, attach the same to your answer to this interrog-; and if you are unable to attach the original of such record or memorandum, se attach a sworn copy thereof to your answer hereto.—A. I did not keep any orandum of cotton so found by me as before stated, but I have receipts for all n shipped and forwarded by me, and I herewith attach copies of those receipts, ted "A."

t. 5. If, in answer to the third interrogatory, you have stated that you shipped cotton received by you for and on account of the United States, please state to m such cotton was shipped, and also how it was shipped; and if it was sent for-l from Barre's Landing, La., by you, on steamboats, please state the name of the s upon which it was shipped, and also state where such boats were ordered to sport any cotton shipped by you.—A. Such cotton was shipped and consigned to t. Col. J. G. Chandler, assistant quartermaster, Brashear City, La., and shipped nited States steamers; said cotton was shipped on steamers G. H. Sheldon, Kep-Cornie, Quinebaug, Louisiana Belle, and J. M. Brown, and all were ordered to rt to Lieut. Col. J. G. Chandler, assistant quartermaster, at Brashear City, La.

t. 6. If you have stated that you received and shipped cotton for and on account e United States, from Barre's Landing, La., in the months of April and May, will you state whether any of the cotton shipped by you was received from Capt. . Noyes, or Frederick G. Pope, of the Forty-first Massachusetts Regiment of nted Infantry?—A. I did not receive said cotton from any person or persons whom-er, but found the same on the bank as before stated.

t. 7. State if any of the cotton received and shipped by you was received from ousas, or through troops stationed at that place, subsequent to the evacuation hat place by the United States troops and their removal to Barre's Landing.—A. not tell from my own knowledge where any of said cotton came from.

t. 8. How much cotton in all was shipped from Barre's Landing during the time place was occupied by the Union troops in April and May, 1863, and to whom and re was it shipped?—A. I have no knowledge of any shipments of cotton from e's Landing, except what I myself shipped, an account of which is contained in r marked "A."

t. 9. In shipping cotton from Barre's Landing to New Orleans, would it usually nloaded at Brashear City? And if so, by what route would it reach New Orleans Brashear City? What was the usual and most direct route of shipping cotton Barre's Landing to New Orleans during the months of April and May, 1863?—n shipping cotton from Barre's Landing to New Orleans it would usually be un-ed at Brashear City, and from there by rail to New Orleans. The usual route for ping cotton from Barre's Landing to New Orleans would be by steamer to Brashear , from there by rail to New Orleans, and this was the route used during the month ay, 1863.

t. 10. If in answer to the fifth interrogatory you have stated that the boats upon h you shipped cotton from Barre's Landing were directed to report to Col. J. G. ndler, A. Q. M., at Brashear City, state for what purpose they were so ordered to rt.—A. I do not know for what purpose said cotton was shipped for and ordered sport to Lieut. Col. J. G. Chandler, A. Q. M.; my orders were to consign said n to said Chandler.

t. 11. State if any other officer or officers were assigned to any duties in connec-with the shipment of cotton from Barre's Landing in April and May, 1863; if so, the name or names of such officer or officers.—A. No other officer or officers were ned to any duties in connection with the shipment of cotton from Barre's Land-ere on or about May 5 to May 20, 1863; of shipments before or subsequent to said I have no knowledge.

t. 12. Do you know of any other matter or thing of advantage to either the nant or defendant in this cause? If so, state the same fully.—A. I have no rledge of any other matter or thing of advantage to either the claimant or de-ants in this cause.

be defendant takes general objection to the interrogatories-in-chief, because they for secondary evidence, and no proof is furnished that the record evidence has lost or destroyed. This objection applies to the 3d, 4th, 5th, 6th, 7th, 8th, 9th, and 11th interrogatories.)

Cross-interrogatories.

Cross-int. 1. State particularly where any record or memorandum of the cotton received and disposed of by you during April and May, 1863, was made; and if it was lost, where, when, and how? If you attached a copy of the same from memory, are you quite certain that it is a true and exact copy; and if so, what are your means of knowledge? How long has the original been in your possession?—A. I have no record of the cotton received and disposed of by me during the months of May and April, 1863, except the copies I herewith file in answer to direct interrogatory No. 4; the originals of which were made at their several dates.

Cross-int. 2. If, in answer to the 5th interrogatory, you state you have shipped cotton while on duty at Barre's Landing, state what means of information you have as to the consignees of said cotton and the mode of shipment. Can you swear with certainty to the names of the steamboats on which it was shipped? Was there ever any record of such consignees and steamboats; if so, where is it now; and if lost, when, where, and how?—A. The only information I have as to the consignees of said cotton and the mode of shipment, is contained in the said receipts before referred to, and my orders from superior officers. The name of the several steamboats upon which said cotton was shipped are contained in the receipts herewith filed and before referred to. I have no record except copies of which are herewith annexed.

Cross. int. 3. How do you know that any such cotton was received from Capt. E. S. Noyes or Frederick G. Pope, of the Forty-first Massachusetts Regiment Mounted Infantry? Was there any record of such cotton, or any receipts, or vouchers given or received; if so, where are they now; and if they were lost, when, where, and how?—A. I do not know who such cotton was received from, neither did I give receipts or vouchers for any of said cotton.

Cross-int. 4. If, in answer to the seventh interrogatory, you state that cotton was received from Opelousas, state how you know that fact, and state the mode of transportation subsequent to the evacuation of Opelousas. And state, to the best of your knowledge, how many bales of cotton were received at Barre's Landing at that time. State also, whether any vouchers or receipts were given. And if so, what has become of them; and if they were lost, when, where, and how?—A. I can make no further statement as to matters asked of me in this interrogatory than that already made. I shipped about 4,000 bales of cotton during the time I was there, and no vouchers or receipts were given except those filed herewith.

Cross-int. 5. State as supplementary to your answer to the eighth interrogatory, what are your means of knowledge as to the quantity of cotton shipped from Barre's Landing during April and May, 1863, and to whom and where it was shipped. Was there any record voucher, bill of lading or receipt of such cotton; if so, where is it now; and if lost, when, where, and how?—A. The only means of knowledge I have of the cotton shipped from Barre's Landing, is contained in the receipts, copies of which are herewith filed and annexed. I have no other vouchers or receipts.

Cross-int. 6. State, as supplementary to your answer to the 9th interrogatory, whether there was more than one route from Barre's Landing to New Orleans. And if so, what? Would cotton necessarily be unloaded at Brashear City?—A. I know of no other route from Barre's Landing to New Orleans than the one already given. In my opinion cotton would necessarily be unloaded at Brashear City.

Cross-int. 7. State, as supplementary to your answer to the 10th interrogatory, what are your means of knowledge as to the directions to have cotton shipped from Barre's Landing, turned over to Col. J. G. Chandler, A. Q. M., at Brashear City—state your means of knowledge as to the purpose for which they were so ordered to report.—A. My means of knowledge as the directions to have cotton shipped from Barre's Landing, and turned over to Col. J. G. Chandler, A. Q. M., at Brashear City, are by reference to the receipts, copies of which are hereto annexed, and to my orders from superior officers. I do not know the purposes for which said cotton was so ordered.

Cross-int. 8. Who has charge of the vouchers, bills of lading, receipts, and records connected with the shipment of the cotton shipped from Barre's Landing? State particularly, to the best of your knowledge, what became of such documents. State also, if there was not such documents, why that formality was omitted. State also, to the best of your knowledge, what proportion of the cotton shipped by you was shipped without such formalities; and state, to the best of your knowledge, the quantity of cotton so shipped by you.—A. So far as I know I had charge of all vouchers, bills of lading, and receipts, and records made and given connected with the shipment of cotton from Barre's Landing during the time I was there, as before mentioned, and the only documents of the kind mentioned are now in my possession, copies of which are hereto annexed and marked "A." I cannot now tell why other formalities were omitted, unless it be that those mentioned were considered sufficient. The copies of receipts filed account for all the cotton shipped by me—about 4,000 bales.

E. C. CLARK.

COMMONWEALTH OF MASSACHUSETTS,
Hampshire County, ss:

OCTOBER 17, 18, 19, A. D. 1870.

Sworn to and subscribed before me, Samuel F. Lyman, judge of probate and insolvency, within and for said county of Hampshire, the same being a court of record; and I certify the said E. C. Clark is personally known to me to be the person he represents himself to be, and I further certify that the foregoing testimony was written and read to him, the said E. C. Clark, and signed in my presence, and corrected and assented to before signing.

In testimony whereof I have set my hand and official seal at Northamption, in said county, on the day and date last above written.

SAMUEL T. LYMAN,
Judge of said Courts.

EXHIBIT A.

(1.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board steamboat G. H. Sheldon, 172 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 6, 1863.

MARVILE J. LANE.

(2.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Regiment Massachusetts Volunteers, on board steamer Cornie, 200 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 7, 1863.

J. M. CONNER.

(Not accountable for condition.)

(3.) Received from Lieut. E. C. Clark, quartesmaster Fifty-second Massachusetts Regiment, on board steamer Kepper, 300 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 7, 1863.

H. CARRIGAN, *Clerk.*

(4.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts, shipped from Barre's Landing, May 7, 1863, and consigned to Lieut. Col. J. G. Chandler, A. Q. M., at Brashear City, 287 bales of cotton.

WM. H. BECKLEY,
Captain Transport Quinebaug.

BARRE'S LANDING, *May* 11.

(5.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board steamer Quinebaug, 276 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 12, 1863.

W. H. BECKLEY.

BARRE'S LANDING, *May* 11, 1863.

(6.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Regiment Massachusetts Volunteers, 70 bales of cotton, consigned to J. G. Chandler, lieutenant-colonel and chief quartermaster, Brashear City.

J. TRAHANT,
Clerk United States Transport La. Belle.

(7.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board steamer Louisiana Belle, 144 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 12, 1863.

GEORGE ALEXANDER,
Captain,
Per J. TRAHANT,
Clerk United States Transport La. Belle.

Steamer Louisiana Belle.

(8.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board steamer J. M. Brown, 935 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 13, 1863, 220 boxes ammunition for transportation to Brashear City, La.

MOSES MEISBOR,
Captain Steamer J. M. Brown.

BARRE'S LANDING, *May* 18, 1863.

(9.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board steamer Quinebaug, 160 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashaer City, La. Shipped from Barre's Landing, La., May 15, 1863.

W. H. BECKLEY,
United States Steamer Quinebaug.

BARRE'S LANDING, *May* 19, 1863.

(10.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board steamer Cornie, 344 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 19, 1863, more or less.

M. N. CONNER,
Clerk United States Steamer Cornie.

BARRE'S LANDING, *May* 18, 1863.

(11.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board United States steamer J. M. Brown 1,022 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City. Shipped from Barre's Landing, La., May 18, 1863.

MOSES WINSLOW,
United States Steamer J. M. Brown.

BARRE'S LANDING, *May* 18, 1863.

(12.) Received of Lieut. E. C. Clark, quartermaster Fifty-second Massachusetts Regiment, on board United States steamer Quinebaug 100 bales of cotton, consigned to Lieut. Col. J. G. Chandler, A. Q. M., Brashear City, La. Shipped from Barre's Landing, La., May 18, 1863.

W. H. BECKLEY,
Captain Steamer Quinebaug.

I, E. C. Clark, before named, late lieutenant Fifty-second Regiment Massachusetts Volunteers, hereby certify that the foregoing receipts numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, and together marked Exhibit "A," and contained upon five sheets of paper, are true copies of the original receipts now in my possession.

E. C. CLARK.

COMMONWEALTH OF MASSACHUSETTS,
County of Hampshire, ss:

On this 19th day of October, A. D. 1870, before me, Samuel F. Lyman, judge of probate and insolvency within and for the county of Hampshire, the same being court of record, personally appeared the before-named E. C. Clark, a person who I certify to be the party he represents himself to be, and made oath to the truth of the statement by him subscribed.

In testimony whereof I have hereto set my hand and my official seal on the day and date last above written, at Northampton, in said county.

[SEAL.] SAM'L F. LYMAN,
Judge of said Courts.

DEPOSITIONS.

Filed April 23, 1883.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

STIPULATION AND CERTIFICATE.

Testimony taken in behalf of the U. S. Government, at Opelousas, La., April 3d, 1883, W. O. Denegre, esq., appearing on behalf of the Government, F. F. Perrodin, esq., appearing on behalf of claimant.

JEAN PIERRE REUBEN, a witness in behalf of the United States, being duly sworn, and being examined by W. O. Denegre, esq., for the Government, says: My name is Jean Pierre Reuben; I live in the parish of Saint Landry; I am about forty-eight years of age; I am a farmer by occupation; I am not related to claimant, and am not any way interested in the result of this claim.

Question. To whom did you belong before and up to the time of the war?—Answer. I belonged to Mr. Thelismar Guidry.

Q. Did he have a plantation in this parish?—A. He did.

Q. How far was that plantation from Opelousas?—A. About eighteen miles.

Q. Do you live on that same plantation at the present time?—A. No; I live now on my own place.

Q. How far is your place from the Thelismar Guidry place?—A. About two and a half arpents.

Q. How many acres do you own there?—A. I have about 35 acres of land.

Q. Do you cultivate that land?—A. Not at all; I cultivate a part of it.

Q. Were you on the Thelismar Guidry plantation when the Federals came to this parish in 1863?—A. I was.

Q. Were you on that plantation when the battle of Bayou Bourbeux was fought?—A. I was here in the town of Opelousas at that time with my master, Thelismar Guidry.

Q. How long before that battle was fought was it that you were on the place?—A. A day or two before the battle.

Q. Give the names of all the slaves who were on the plantation before the battle of Bayou Bourbeux?—A. We were four men, named respectively Marcel, Gabriel, Narcisse, and myself.

Q. How many full-grown women were there on the place?—A. There were Victoria, Kate, Louise, Josephine, and some young children.

Q. What has become of Narcisse?—A. He is dead.

Q. Where is Gabriel?—A. He is dead also.

Q. Where is Marcel?—A. He is somewhere in New Orleans.

Q. Was Augustin Dominique on the place also?—A. He was.

Q. Did you work as a field hand?—A. I did.

Q. Can you tell us if there was any cotton on the Thelismar Guidry place when the Federals came there; and, if so, how many bales?—A. There was cotton there; there was a cotton-crib on the place which, when filled, contained 10 bales. I don't think it was quite full when the Federals came there.

Q. Was that cotton ginned or unginned?—A. It was unginned.

Q. What became of that cotton?—A. When I returned to the plantation I saw the cotton around the various places where the Federals had camped and slept.

Q. Was any part of that cotton in Mrs. Thelismar's dwelling house?—A. I do not know.

Q. Do you know if any of the wounded on the Federal side were placed in Mrs. Thelismar's house, and if any part of this unginned cotton was used by them as bedding?—A. I don't know. There were no soldiers at the house when I arrived there.

Q. Do you know if the soldiers took from the cotton-crib all the cotton (unginned) that was in that crib, or if any was left after their departure?—A. There was a little remaining after they left; very little.

Q. Do you know if the Federals took away from the Thelismar Guidry's place any baled cotton?—A. They took none, as there was no baled cotton [on] the place.

Q. Who was the chief man among the laboring hands on the plantation?—A. Sometimes Augustin Dominique was the head man and sometimes I was.

Q. Did Augustin Dominique work in the field?—A. He did.

Cross-examined by F. F. PERRODIN, counsel for claimant, witness says:

Q. Since the war, have you not been indicted and the case compromised; was not the accusation that of perjury?

(Objected to by counsel for the Government on the ground that if a witness was indicted and there exists a reason showing that he was convicted and sentenced, that record constitutes the sole evidence of the fact, and should be produced.)

A. I never was indicted; everything was arranged before I went into court.

Q. Was there or not an accusation brought against you for perjury; you had retained a lawyer to defend you and the case stopped or compromised?—A. There was a charge of perjury against me; I had retained a lawyer, Mr. Laurent Dupre, to defend me; the matter was all arranged afterward.

Q. Were you not in the Confederate army with your master, and how long did you remain with him?—A. I was; I remained with him most of the time he was in the army.

Q. At the battle of Bayou Bourbeux were the Federal forces advancing upon the town of Opelousas, or were they retreating?—A. They were not retreating; they were on their way up.

Q. Did you work in the field in the cultivation of the cotton alluded to?—A. I did; I worked on the plantation in making all the cotton that was made there.

Q. How could you work in the field making cotton and be in the army with your master?—A. No cotton was made on the place when I was in the army; only corn was grown there then.

Q. What quantity of cotton was on the place when you left for the army with your master?—A. I can't tell; I have already stated about the cotton being in the crib, and what the crib contained when filled.

Q. Were there not cotton in two cribs on the plantation?—A. No, sir; there were only two cribs—one a cotton-crib and the other a corn-crib.

Q. Was there no cotton stored away in the dwelling-house in the seed?—A. Not that I know of.

Q. What were the dimensions of that cotton-crib?—A. I can't state the dimensions, but know that when well filled it contained ten bales.

Q. What were about the dimensions of that building, length, breadth, and height?

(Objected to by the counsel for the Government on the ground that the witness has already stated he could not give the dimensions of the building; he is now asked to state about what were the dimensions. Counsel for the Government submits that any answer which the witness might give would but be merely guess-work.)

A. I never paid any attention; I know we used to put cotton in there.

Q. What is an oath and the obligations thereof?—A. An oath is to have the truth told.

Q. What are the penalties for violating the obligations of an oath?—A. I know it is a penitentiary offense.

Q. Are you positive that there was on Thelismar Guidry's plantation no other cotton than the one you saw in the crib when the Federal troops came there?—A. If there was any other cotton I did not see it; I have stated what I saw.

Re-examined-in-chief by counsel for the Government, witness says:

Q. Was Thelismar Guidry at the battle of Shiloh?—A. He was.

Q. Were you there with him?—A. No; I was not there.

Q. Where were you at the time?—A. I was on the plantation.

Q. Was Mr. Thelismar Guidry wounded at Shiloh?—A. He was; there or about there.

Q. Did he come home?—A. He did.

Q. How long did he stay at home after he was wounded?—A. I think he stayed there over a month.

Q. Where was he when the battle of Bayou Bourbeux was fought?—A. He was in Opelousas.

Q. After he was wounded and went back again to the army, do you know if he went home sometimes?—A. He went there now and then.

Q. Did he not, after the battle of Shiloh, join General Taylor's army, which operated between Berwick's Bay and Alexandria, La., mostly?—A. He did, but was not engaged in very active service, owing to his wound.

Q. Do you know what became of the cotton scattered around in the Federal camp; was it gathered up and sold, or disposed of by Mrs. Guidry, Mr. Guidry, or anybody else?—A. None of the cotton was sold; some of it was burned, and the balance of it was soiled and wasted.

Q. Tell us about that little perjury matter; was there not some hog or beef or calf at the bottom of it, and some dispute about it between you and somebody else?—A. It was a misunderstanding between Mr. William Smith and myself about a hog.

Q. Who had charge of Mr. Guidry's place while he was in the army?—A. Achille Babineau.

Q. Do you know if there are any white persons now existing who were on Thelismar Guidry's place, living there about the time the Federal forces came there?—A. Achille Babineau did live on the place at that time, but he is dead now.

Q. What year did you go off with your master?—A. When General Banks first invaded this country I left with my master for the army.

Q. Was there any cotton made that year on the Thelismar Guidry plantation?—A. There was.

Q. How many bales were made that year?—A. I can't say.

Q. How many bales of cotton were usually made on said plantation yearly?—A. We made yearly from 5 to 10 bales of cotton on the place, but we raised principally corn, of which we made plenty.

Q. How many hands worked on that plantation previous to the coming of the Federals?—A. There were three men working constantly; there [were] also young children, Gabriel and Marcel, and some women, to wit, Kate, Victoria, Adele, Fille; there was another woman named Nana; she also worked in the field constantly.

Q. How many arpents were cultivated that year, 1863?—A. I can't state exactly, for that year we did not cultivate all the land inclosed.

Q. How many acres did you cultivate in cotton years previous?—A. I can't state exactly; it may be about 40 arpents; we always cultivated plenty of corn.

Q. How much cotton per acre did that land yield?—A. Some portion of that land yielded 1 bale, and same 1½ bale per acre.

Q. Several years ago was there not another accusation brought against you beside the one above alluded to?

(Objected to by counsel for the Government on same grounds heretofore urged; an accusation may be well founded, or it may be groundless, and the record of conviction and sentence is the only admissible proof.)

A. The only one is the accusation brought against me by Mr. Smith about a heifer that had my brand.

Q. Do you know whether the cotton alluded to on the Thelismar Guidry plantation was sold or not?—A. I recollect that I hauled 5 bales of cotton to Mr. Jules Perrodin, the claimant; I hauled it there in a wagon.

Q. Is that the cotton you saw in that crib at Guidry's place?—A. I don't know whether it was the same cotton; but I know I hauled 5 bales of cotton to claimant's place in Opelousas.

Q. Do you or not know whether it was the same cotton the Federals had left about their camps and in the crib that you hauled to claimant's as above?—A. I can't state.

Q. Was it after the battle of Bourbeux you hauled cotton to claimant's?—A. I hauled that cotton to claimant's after the war.

Q. Was there not on Thelismar Guidry's plantation a house, cabin, or crib containing two rooms, which, together with the other cotton-cribs spoken of, would hold over 40 bales of cotton?—A. There was.

Q. Are you positive that there was no other cotton on that plantation except the cotton you have alluded to?—A. If there were any other I do not recollect; it might be; there was some there.

JEAN PIERRE his × mark. REUBEN.

LAURENT DUPRE, *Special Commissioner.*

JOSEPH VALERY, a witness in behalf of the United States, being duly sworn, and being examined by W. O. Denegre, esq., counsel for the Government, says:

My name is Joseph Valery, *alias* Alcindor Daigle; I live at Plaquemine Brulee, in this parish; I am about thirty-eight years of age; I am a laborer by occupation; am not related to claimant; am not interested whatever in the result of this claim.

Q. Are you the Alcindor Daigle who testified before United States Commissioner Dupré, at Opelousas, and in the suit of Eugene Giraud *vs.* The United States?—A. I am.

Q. Did you know Mr. Hyppolite Guidry?—A. I know him well; he almost raised me; and I still stay on his place.

Q. Were you on his plantation in the year 1863, when the Federal forces went to his plantation and took therefrom the cotton which was under his gin-house?—A. I was.

Q. Did you see the cotton taken?—A. I did.

Q. How many bales did he have under his gin-house and which were taken by the Federal forces?—A. I know there was 30 bales there, 20 of which belonged to Mr. Hyppolite Guidry, which he sold to Miss Girand; 4 bales which belonged to Antoine Fotenal, which he (Fotenal) also sold to Miss Eugenie Giraud; and 4 bales belonging to Paul Hebert; there may [have] been other cotton there; I am only positive as to the 30 bales.

Q. You stated in your testimony given in Giraud *vs.* The United States that there were exactly 30 bales taken by the Federal forces, and that you had counted and had ascertained by that count the exact number; is that so?—A. I had counted this cotton some days previously; there might have been some more under the gin.

Cross-examined by F. F. PERRODIN, Esq., counsel for claimant, witness says:

Q. Do you know whether or not the cotton of Paul Hebert mentioned by you was either sold to or claimed by Jules Perrodin?—A. I do not know.

Q. At that season of ginning did you gin more than thirty bales of cotton and belonging to other parties than those mentioned above?—A. Yes, sir; we ginned more than that number; our gin was the only one in the neighborhood.

Q. Did you gin any cotton at that time for Valentine D. Breaux?—A. We ginned for so many people I can't remember; I know Mr. Breaux used to have his cotton ginned there.

Q. Did you during said ginning season gin any cotton for Mrs. Fisher?—A. I do not remember.

Q. Were you present every time that the Federals took cotton from said gin-house?—A. I was there only the first time they took cotton; I got frightened and went off.

Q. Then do you know positively the quantity of bales of cotton taken from said gin?—A. I do not know; I am positive only as to the thirty bales.

Re-examined-in-chief:

Q. You have stated in your examination that a few days before the taking of the

cotton you counted the bales; did you count all the bales that were under the gin-house?—A. I did not.

Q. What cotton did you count?—A. I counted the 22 bales as I detailed above, and the 4 for Fontenal and the 4 for Hebert.

Q. Was there any other cotton at that time under the gin-house, except those thirty bales?—A. There might have been some more; I did not pay attention.

Q. If there had been any other cotton there when you made that count, would you not have known it?—A. There had been other cottons there; some of it had been hauled away; I kept no account of it.

Q. Had there not been a good many bales hauled away from that gin-house before the Federals came?—A. Certainly there was.

his
JOSEPH × VALERY.
mark.

LAURENT DUPRE, *Special Commissioner.*

VICTORIA GREEN, a witness in behalf of the Government, being duly sworn, and being examined by W. O. Denegre, esq., counsel for the Government, says:

My name is Victoria Green; I am over forty years of age; I live in the parish of Saint Landry; I am not related to claimant; I am not interested in the result of this claim.

Q. Did you belong to Thelismar Guidry at the time of the war?—A. I did.

Q. Were you on the plantation of Guidry when the Yankees came to the parish the first time?—A. I was.

Q. Were you there when the Federals came here at the time of the battle of Bayou Bourbeux?—A. I was on the plantation of Thelismar Guidry then.

Q. Did any of the plantation hands, men, women, and children, leave the plantation and go away when the Federals came the first time?—A. Yes, sir; Narcise, Marcel, Gabriel, Kate and her family, left with the Federals and did not return to the plantation.

Q. Who remained on the plantation to work?—A. Jean Pierre, one of my nieces, my sister, and Josette, a mulattress, and myself remained there.

Q. Do you know if cotton was made on the plantation after the Federals came here the first time?—A. No; only corn was made there; if any cotton was made it was after I had left there.

Q. Did you leave before or after the battle of Bourbeux?—A. I left after said battle.

Q. Do you know in what month cotton is actually planted?—A. I do not know.

Q. How many cribs were on Guidry's plantation?—A. One corn-crib and a cotton-crib.

Q. Did the Federals, when they came there the first time, destroy any fencing on the place?—A. They stripped the place completely.

Q. What became of Augustin Dominique after the Federals came here the first time; did he stay in the place or did he go with them?—A. Augustin Dominique left the place, but did not follow the Federals; he went a few miles from there.

Cross-examined by P. F. PERRODIN, Esq., counsel for claimant, witness says:

Q. Do you know whether at the time the Federals came to Guidry's plantation there was any cotton on said plantation in the seed?—A. Yes, there was some; there was a crib not quite full.

Q. What was the usual average of bales of cotton made on the plantation of Thelismar Guidry?—A. I can't well state; at one time ten bales of cotton were made there.

Q. In what month was it that the Federal army came there?—A. I can't say.

Q. At what season of the year was it?—A. It was in the cool season of the year; I can't say whether in fall or in spring.

Q. In what year was it?—A. I can't say.

Q. How old are you?—A. Over 40 years old.

Q. Are you positive there was no other cotton on said plantation except the cotton you saw in the crib?—A. There was no other cotton except what was in the crib.

Q. You say you left there; where did you go to?—A. I went to stay at Mr. Joseph Auguste Guidry, with my husband.

Q. What became of the cotton you saw in that crib?—A. The Federals wasted it; they used it to make mattresses for their sick.

Q. Did they take that cotton when they were advancing upon the town of Opelousas, or retreating from it?—A. They took it while they were advancing upon the town of Opelousas.

Q. Was that cotton taken at the time of the battle of Bayou Bourbeux?—A. It was taken before the battle of Bourbeux.

Q. Are you positive there was no cotton in the dwelling-house of Mrs. Guidry, either in the loft or some other place?—A. The cotton was always placed in the cotton-house.

Q. Do you or do you not know whether that cotton was sold?—A. I cannot state.

Q. Do you know how many pounds of cotton in the seed it takes to make one bale of cotton?—A. I do not know.

her
VICTORIA × GREEN.
mark.

LAURENT DUPRE, *Special Commissioner.*

JULES PERRODIN, claimant herein, being duly sworn, and being examined on behalf of the Government by W. O. Denegre, esq., says:

My name is Jules Perrodin; I am the claimant in this case.

Q. Were you well acquainted with Theodore Valade?—A. Yes, sir.

Q. Were you intimately acquainted with him?—A. I was.

Q. Did you ever engage in any joint cotton transaction with him?—A. No, sir.

Q. Was he ever in your employ?—A. He was.

Q. Can you tell us what period of time that employment covered?—A. From about 1861 to 1862, about 12 or 14 months.

Q. Tell us, with about as much precision as you can, about what time that employment ended?—A. He ceased being in my employment after the capture of New Orleans by the Federals.

Q. Did not the Federals take cotton on Valade's plantation; I mean, is it not to your knowledge that they took cotton there in 1863?—A. I know it through Valade, who communicated it to me through an officer in the United States Army.

Q. Is it to your knowledge that the Federal officer who took the cotton on Valade's plantation gave Valade a receipt for that cotton?—A. Valade simply wrote to me that the Federals had taken all the cotton on his plantation; his cotton as well as mine.

Q. How long after the taking of that cotton, to the best of your recollection, was it that you saw Valade?—A. After the retreat of the Federal forces.

Q. Can you give us an idea about what length of time that was?—A. Some days afterwards.

Q. Did Valade tell you that the Federal officer had given him a receipt for the cotton taken on his plantation?—A. I cannot state positively whether Valade obtained a receipt for his cotton; I don't think he did.

Q. Then, if I understand you right, Valade himself never informed you of his having obtained a receipt from the Federal officer?—A. I have no recollection.

Q. Do you know the name of the Federal officer who took the cotton on Valade's place?—A. I think his name was Pope.

Q. Did you ever apply to him for a receipt for your cotton which was on Valade's plantation?—A. I did not apply to that officer; I applied to Colonel Sargent, who gave me a receipt for 315 bales.

Q. Is it to your knowledge that a receipt was given to Valade for all the cotton he had on his plantation; I mean, has the knowledge of that fact ever been made known to you?—A. I have no recollection.

Q. Will you be kind enough to look at this photographic copy of the receipt given to Valade for the cotton taken on his plantation in the year 1863, in the month of May? I would be obliged to you if you would read it. It will no doubt be a surprise to you. I think it will be conclusively proved by the receipt that Valade received payment for your cottons.—A. I have read and examined the photographic copy of the receipt exhibited to me, and I recognized Valade's handwriting and signature.

Q. Did you ever see that receipt before?—A. I do not recollect.

Q. Valade protected his friend Laughland to the extent of 74 bales; his friend Réne Laberie to the extent of 24 bales, and himself, a French subject, to the extent of 64 bales; considering the intimate relations that existed between you, was it not an ungracious act on his part to have protected those gentlemen and not to have protected you?—A. Valade had bought the cotton of Laughland and Laberie for them; he had not bought my cotton; he was not charged in any manner with the keeping of my cotton; it was at his place at my risk and peril.

Q. Valade received payment for all the cotton that was seized and taken away from his plantation; did he ever, at any time, offer to pay you for the bales of cotton which you owned on his plantation?—A. Never did.

Q. How many bales of cotton did you have on Valade's plantation when the Federals made the seizure and took cottons from there?—A. I had seventeen bales as per Sargent's receipt.

Q. You were paid for those seventeen bales, were you not?—A. I was.

(The photographic receipt, above alluded to, as explanatory of the whole transaction, so far as Valade is concerned, is now offered in evidence by the counsel for Government, marked Exhibit A.)

EXHIBIT A.

STATE OF LOUISIANA,
Parish of St. Landry:

I, the undersigned, do hereby certify that I have this day taken for the use of the United States Government from Theodore Valade's plantation 162 bales of cotton.
May 2, 1863.

C. W. C. RHOADES,
1st Lt. Co. H, 41st M. V., for the Provost-Marshal.

	Bales.
Belonging to G. L. Laughland	74
Belonging to Pierre Laberie	24
Belonging to me, Theodore Valade, French subject	64
Total	162

T. VALADE.

I hereby transfer to A. P. Noblom the above cotton.
New Orleans, 15th June, 1863.

T. VALADE.

(Indorsed:) No. 56. Receipt. C. W. C. Rhoades, 162 bales cotton account Theo. Valade.

Cross-examined by F. F. PERRODIN, counsel for claimant:

Q. Is the bale of cotton, which you claim and which you bought of Louis Malveau included in the lot of cotton taken from the Valade plantation?—A. No, sir.

Q. From what place was that bale of cotton taken?—A. From the place of Widow Baptiste Malveau, whose maiden name was Theotiste Esprit.

Q. Did you know Thelismar Guidry well and intimately?—A. I knew him well and intimately.

Q. What was the average number of bales of cotton raised by said Guidry on his plantation up to the year 1863?—A. About 35 to 40 bales, on an average, yearly.

Q. Are you acquainted with Jean Pierre Reuben?—A. Yes; I remember having seen him as a slave of Thelismar Guidry's.

Q. Do you know his general reputation for truth and veracity?—A. His general reputation for truth and veracity is bad.

Re-examined-in-chief by counsel for the Government, witness says:

Q. You have always resided in Opelousas, have you not?—A. Yes; here and in Grand Coteau; I have been residing in Opelousas since 1856.

Q. Did you ever reside anywhere in Reuben's neighborhood?—A. I lived in Grand Coteau, which was near where Reuben lived.

Q. Did Reuben acquire that bad reputation for truth and veracity since 1856, or prior thereto?—A. He acquired it after that.

Q. Then you have been residing in Opelousas since he acquired that bad reputation?—A. I have been living here in Opelousas since then; yes.

Q. Did you hear of his bad reputation here, in Opelousas, or did you hear of it in the neighborhood where he resides?—A. Here in Opelousas.

Q. What was Valade's reputation while he was residing in this community for truth and honesty?—A. His reputation as such was good; he liked to do good and to render services.

J. PERRODIN.

LAURENT DUPRE, *Special Commissioner.*

MRS. CONSTANCE GUIDRY, widow of Thelismar Guidry, deceased, a witness on behalf of the claimant, being duly sworn, and being examined by F. F. Perrodin, esq., counsel for the claimant, says: My name is Constance Guidry; I am the widow of Thelismar Guidry, and have previously testified in this case on behalf of claimant before Commissioner Dupre.

Q. Are you acquainted with Jean Pierre Reuben?—A. He was my slave.

Q. Do you know his general reputation for truth and veracity?—A. I do; he would tell a lie as quick as the truth, not knowing the importance to be attached to the act.

Q. Was the cotton sold by your husband to Mr. Perrodin, as detailed by you, and taken by the Federals, contained in one house or more?—A. It was contained in two houses.

Q. State whether at that period Jean Pierre Reuben was not, if not all the time, most of the time, in the army with his master?—A. Since the year 1862 Jean Pierre Reuben was always in the army with his master.

Q. Jean Pierre Reuben testified that there never was more than from 5 to 10 bales of cotton made by your husband yearly on his plantation; is that a fact?—A. He was far from right; we made annually from 18 to 24 bales.

Q. Do you recollect how many bales you made in the years 1862 and 1863, respectively?—A. About the number I have just stated.

Q. Do you know how much cotton there was on your plantation when the Federals took it?—A. We estimated the amount of cotton then at from 40 to 45 bales.

Q. This was, then, the crop of two years?—A. It was.

Cross-examined by W. O. DENEGRE, counsel for the Government, witness says:

Q. I understand from you that you consider Reuben to be too stupid to distinguish the difference between truth and untruth?—A. I did state so; I am positive of it.

Q. Is he not an industrious and generally thrifty negro?—A. As well as I am informed he is a hard-working negro, but drinks a great deal.

Q. Do you own the Thelismar Guidry plantation at the present time?—A. I do not.

Q. Does not Reuben own a part of that plantation at the present moment?—A. I think he owns a few acres of it now; I do not know it positively.

Q. Are you related to Mr. Perrodin?—A. I am not.

Q. Are you related to his wife?—A. No, sir.

Q. Do you live in his family?—A. No; I do not.

Q. At what time is cotton generally planted in this country?—A. Generally in the month of April, and it is gathered from August to December, and sometimes even in the month of January.

CONSTANCE GUIDRY.

[SEAL.] LAURENT DUPRE, *Special Commissioner.*

DEPOSITION OF CONSTANCE GUIDRY, WID. THELISMAR GUIDRY, WITNESS FOR CLAIMANT.

Filed April 30, 1883.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

It is hereby agreed that, in the absence of a regular commission, Laurent Dupré, esq., notary public for the parish of Saint Landry, Louisiana, shall act as special commissioner for the taking of testimony in above case in behalf of claimant, this 20th day of April, A. D. 1883.

W. O. DENEGRE,
Special Counsel United States.
F. F. PERRODIN,
Attorney for Plaintiff.

United States of America, State of Louisiana, parish of Saint Landry.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

Be it known that I, Laurent Dupré, undersigned notary public for the parish of Saint Landry, Louisiana, and acting as special commissioner of the honorable French and American Claims Commission, by virtue of the agreement of counsel hereto annexed, proceeded, at my office, in the town of Opelousas, La., on the 20th day of April, 1883, to take the testimony of Mrs. Constance Guidry, widow of Thelismar Guidry, deceased, a witness called on behalf of claimant; W. O. Denegre, esq., special counsel, appearing on behalf of the Government, and F. F. Perrodin, esq., appearing as counsel for claimant

I further certify that before proceeding to the examination of said witness, that she was duly sworn; that in the examination of said witness the answers were taken down in her presence; that the same was read over to and was signed by said witness.

In faith whereof I have hereunto signed my name and affixed my official seal this 20th day of April, A. D. 1883.

[SEAL.]

LAURENT DUPRÉ,
Special Commissioner.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

Testimony taken at Opelousas, La.; April 20, 1883, in behalf of claimant, by agreement, W. O. Denegre, esq., appearing on behalf of the Government, and F. F. Perrodin, esq., on behalf of claimant.

Mrs. THELISMAR GUIDRY, widow, being duly sworn, and being examined by F. F. Perrodin, esq., for claimant, says:

My name is Constance Guidry; I am the widow of Thelismar Guidry; I have testified previously in this case; when I last testified in this case I committed an error in my statement; as soon as I had gone home it flashed upon my mind, and I was about returning to state this to Mr. Perrodin, the claimant, but believing that my affidavit and my first testimony, taken when the facts were fresh in my memory, would be referred to, I did not deem it necessary to demand correction of my testimony; the error in my testimony consisted in my stating that we made annually from eighteen to twenty-four or twenty-eight bales of cotton, when, in fact, I am positive that we made more cotton than above stated; I had answered that question carelessly; I now reaffirm all the statements made by me in my affidavit taken before John F. Morragh, and also all the statements contained in my previous testimony given in this case.

CONSTANCE GUIDRY.

LAURENT DUPRE,
Special Commissioner.

DOCUMENTARY EVIDENCE FROM FRENCH AGENT.

Filed May 7, 1883.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

Request to file.

United States Court of Claims.

MILLIGAN, J., delivered the opinion of the court:

This action was brought to recover the net proceeds of 360 bales of cotton and 8 hogsheads of sugar, alleged to have been taken from the possession of the claimant, a French subject, domiciled in the parish of Saint Landry, in the State of Louisiana, by the officers and Army of the United States, during the years 1863 and 1864.

On the trial the claimant abandoned the sugar and 18 bales of the cotton claimed in the petition, and now asks judgment for only 342 bales of cotton.

The proof establishes the fact that claimant is a subject of France, and that during the late war his conduct as a foreigner resident in this country was unexceptionable.

There is no dispute as to his right to recover the proceeds of 315 bales. This much is admitted by the Assistant Attorney-General, and the proof fully justifies the admission.

The 315 bales for which it is admitted judgment ought to be entered are included within the body of Col. L. D. Sargent's receipt, which purports to contain a list of cotton belonging to the claimant, and which was taken for account of the United States up to the 16th of May, 1863.

Appended to Sargent's receipt, and constituting a part of it, is the following statement:

"Also 7 bales of cotton, taken at the parish of Saint Landry, Louisiana, on or about May 1, 1863, by officers and soldiers of the Forty-first Regiment of Massachusetts Infantry—marked 2 bales, J. P.; 1 bale, U. J. P.; 4 bales, J. A. H.—the property of Jules Perrodin, taken from F. Valade, *and* [who] held possession of it for Mons. Jules Perrodin."

On this memorandum receipt and other evidence in the record, we find the claimant's title to the above-mentioned 7 bales, as well as their seizure, fully made out.

Of the 342 bales claimed there remain only 20 which have not been shown to belong to the claimant. And it is insisted that the ownership and seizure of 7 more bales are proven by O. L. Guidry, and 15 bales by Louis Malvaux, making 22 in all.

The title to the 7 bales last mentioned rests alone on the declaration of O. L. Guidry, which purports to be nothing but hearsay, and is, therefore, inadmissible.

Louis Malveaux swears that he sold claimant one bale. It was ginned and baled

Mr. Gradeniyo's gin, and hauled by witness and others, with other cotton, to the idow Malveaux's plantation. Some of this cotton was hauled for Sosthern Malaux and some for the Widow Malveaux. How much for each the witness is unable state, but he swears there were 15 bales in all.

Theodore Valade corroborates the above statement, and proves that he had in his ssession, about the same time, 10 bales bought by claimant from the widow Bte. alveaux, and 4 bales from Sosthern Malveaux, making 14, which were seized by eutenant Rhodes, Forty-first Massachusetts, in May, 1863.

On the foregoing evidence we find the claimant's title to the 14 bales above rerred to fully established, and that they were also seized by an officer of the United ates at that time charged with the duty of collecting abandoned and captured cotn.

The ownership and seizure of 336 bales being proven, it only remains to determine hether the proceeds of their sale reached the Treasury.

Colonel Sargent is shown to have belonged to the Forty-first Massachusetts Infantry, d at the time of the above-mentioned transactions to have been provost-marshal at pelousas, in the parish of Saint Landry. He was charged, by orders of the comanding general, with the duty of collecting all the valuable produce of the country that district, and directed to deliver them at Barre's Landing to the United States uartermaster. Lieutenant Rhodes belonged to the same regiment and was charged ith the same duty. The claimant's cotton was all hauled to Barre's Landing, and ere commingled with other cottons and the while shipped to New Orleans, where it as turned over to Col. S. B. Holabird, who sold a portion of it in New Orleans nd accounted to the Treasury for the proceeds, and forwarded the balance to New ork and Boston, where it was sold and the proceeds paid into the Treasury.

The cotton sold by Holabird in the spring of 1863 in New Orleans, and that which was sold in New York and in Boston, appear to have brought different prices at the lifferent points of sale, and the claimant insists that the average of the sales at these three places should constitute the price per bale at which he is entitled to recover. Heretofore, in Ealer's case (4 Ct. Cls. R., 372), and in Lapene & Forre's case (6 Ct. Cls. R., 363), we have held that when the claimant was able to trace his cotton into the hands of the quartermaster at New Orleans and no further, the average price of all cotton sold there should constitute the price per bale at which he was entitled to recover.

In this case it is impossible to tell with certainty from the record before us whether the claimant's cotton was sold in New Orleans, Boston, or New York, and, therefore, we feel bound by our former decisions, and hold that the claimant is entitled to recover the net proceeds of 336 bales of cotton, at $192 per bale, amounting to $64,512, for which judgment will be entered.

NOTICE OF WITHDRAWAL OF PART OF THE CLAIM BY FRENCH AGENT.

Filed May 28, 1883.

PERRODIN v. THE UNITED STATES. } No. 90.

WASHINGTON, *May* 28, 1883.

And now comes the agent for the French Republic and informs this honorable Comission that he now withdraws such part of the memorial in the above-entitled claim hich refers to 13 bales of cotton, part of which, 6 bales, was included in an action or the recovery of 360 bales, brought before the Court of Claims, and which said ourt has passed judgment, the remaining part (7) having been overlooked by claimnt when making estimation of his losses at the time of said action.

The part of the memorial referred to falls under the provision of Article II of the eaty of 1880, as interpreted by a diplomatic arrangement under the dates of 17-21 ecember, 1881.

GRIMAUD DE CAUX,
Agent for the French Republic.

DEPOSITIONS.

Filed June 29, 1883.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

In the above-entitled cause the counsel for the claimant and for the United States agreed to take the depositions of the witnesses hereinafter named, before the undersigned notary and special commissioner, on this 23d day of June, 1883; F. F. Perrodin for claimant, and W. O. Denegre for the United States.

THEODORE D. KALCOURT, being duly sworn on the part of the claimant, deposeth and says:

Question. What is your name, age, and occupation, and where do you reside?—Answer. My name is Theodore D. Kalcourt; I am fifty-five years of age; I am a planter since 1855; I reside near Grand Coteau, in the parish of Saint Landry; I am not related to claimant; I have no interest in this claim, and I am not agent or attorney for either of the parties.

Q. Have you known Thelesmar Guidry, and were you, or not, a near neighbor of his before and after the late war?—A. Yes; living about 1½ miles from him.

Q. At the beginning of the war did you [know] whether said Guidry had any cotton on his plantation; and, if any, how much?—A. In 1860 he had a crib full, which, in my opinion, contained from eighteen to twenty bales of cotton, besides a gallery attached to his corn-crib before the ending of the picking of the crop; Mr. Guidry told me he had from four to five bales of cotton in that gallery.

Q. After that period did said Guidry continue to make cotton?—A. Yes.

Q. Can you tell of your own knowledge or by comparison the size of the cotton-crib above alluded to by you?—A. I do not think from my recollection of it that the crib could have contained less than eighteen or twenty bales.

Q. What was the average crop of cotton made by yourself up to the time of the war?—A. From 1859 to 1860 I made 52 bales of 400 pounds each.

Q. Did said Guidry cultivate about the same quantity of land and with about the same force as you did?—A. Guidry's land was somewhat superior to mine in fertility, there being a good deal of white land in mine, and our laboring forces were nearly equal.

Q. Were the crops of 1860 and 1861 shipped or placed on market or kept at home by farmers?—A. Before the war the crops were hardly shipped before spring of the following year, but the crops of 1860 and 1861 were kept at home on account of the war.

Q. Do you know Jean Pierre Rubien?—A. I do; and have known him since a boy.

Q. State, without prejudice, his general reputation with regard to truth, veracity, and competency as a witness?—A. If I were on a jury and he was a witness on the trial of a case I would attach no importance to his testimony, as he would swear as much to a lie as to the truth.

Cross-examined by W. O. Denegre, special counsel for the United States:

Q. Did you ever go on Thelesmar Guidry's place and ascertain the cubic contents of the cotton-crib by actual measurement?—A. No, sir; but from houses on my own place I judge about what those buildings of Thelesmar's could contain.

Q. Did not the quantity of cotton made before the war and even since depend a good deal on the personal qualities of the planter, and the amount of industry and energy and judgment displayed by him in his management of his plantation?—A. It did, sir.

Q. Have you not seen planters working a moderate force make more cotton than others working double their force?—A. Yes; but very often it would depend on the land.

Q. What was about the average quantity of cotton made to the acre by planters before the war; I speak of the land in Mr. T. Guidry's neighborhood?—A. From a half to three-quarters of a bale to the acre.

Q. Was not Mr. T. Guidry, just prior to the war and during the war, much addicted to the use of intoxicating liquors?—A. He did, sir; the years 1859, 1860, and 1861 were extraordinary years for cotton; they were not good for corn though; they were dry.

Q. What was about the average weight of cotton in your neighborhood per bale prior to and up to the time of the war?—A. The average was about 400 pounds.

Q. When did the war commence?—A. About the month of April, 1861.

Q. You say that planters almost universally kept their cotton, the growth of the crops of 1860 and 1861, on their plantations; did not that depend a good deal on the advances which had been made to them by their cotton factors?—A. No, sir; it was

the general usage before the war not to ship before March and May of the year following the crop.

Q. Do you mean to say that the cotton planter who was indebted to his factor in New Orleans held back the cotton for four or five months after it had been baled?—A. Yes, sir; the settling time was between the 1st of March and the 1st of May.

Q. What quantity of corn did you have on hand in April, 1863?—A. I had between 40 and 45 bales; some 12 bales of my cotton were taken, and the residue of my crop I disposed of after the war.

Q. Did you never hear of any planters disposing of their crops in 1861 and 1862?—A. I did not.

Q. Who owns the Thelesmar Guidry place at this time?—A. A Mr. Andrus; he bought it a year or two ago.

Q. When did it go out of the possession and ownership of T. Guidry or his heirs?—A. Some three, four, or five years ago.

Q. Were you in the war?—A. I was in the army, and went in there some time in June, 1864.

Q. Were you not connected with the army prior to that time?—A. No; except in the militia.

Q. Were you not living in Opelousas or Grand Coteau in 1863?—A. No; I was living on my place.

Q. Were you made a prisoner by either the Confederates or the Federals; if so, when and how long and where were you detained?—A. I was made a prisoner; I was taken at my house as a simple citizen by the Federals; was taken to New Orleans; this was the 15th October, 1863, and I was released the same year on the eve of Christmas.

Re-examined by Mr. PERROTEN:

Q. When you stated on cross-examination that you never knew of any farmer disposing of his crop during the years 1860 and 1861, do you mean that their crops were not placed upon the market or not sold to home merchants?—A. I think they were sold in the country here.

TH. D. KALCOURT.

JOHN F. SMITH,
Notary Public and Special Commissioner.

JULES PETELIN, a witness on behalf of the United States Government, being duly sworn, deposes:

My name is Jules Petelin; I am a merchant in Grand Coteau; I am twenty-eight years of age.

Question. Do you know a colored man named Jean Pierre Reuben, formerly a slave of Thelesmar Guidry, and now residing near the old plantation or on a part of it?—Answer. I know him.

Q. How long have you known him?—A. Some seven or eight years.

Q. How did you make his acquaintance?—A. By seeing him in the store in which I was employed; I have always heard him spoken of as a good customer, and as one who paid his bills.

Q. Is he not a thrifty and industrious man?—A. Yes, sir.

Q. Do you know how far his place is from Grand Coteau, where you reside?—A. Some 4 or 5 miles.

Q. Does he not own the land, or is he not reputed to own the land, which he cultivates?—A. I could not exactly tell.

Q. Do you know anything affecting the good character, reputation, and standing of Reuben?—A. No, sir.

Q. Does he deal with you at this time?—A. Yes, sir; he does a part of his business with me.

Q. Are you willing to sell him goods on credit to be paid out of his crop?—A. Yes, sir; I am.

Cross-examination:

Q. In a case of this kind do you consider Jean Pierre Rubin a competent witness, and would you attach any importance to his testimony?—A. I cannot say; I have no right to judge one way or the other.

Q. Would you give the same answer with regard to the testimony of Theodore D. Kalcourt, Madame Telesmar Guidry, and Jules Perrodin, and would you consider the testimony of Jean Pierre Rubin as good as the testimony of the parties whose names are in this question?

(This question is objected to. The counsel for the Government has not brought in question the good names or characters of Mrs. Guidry or of Mr. Perrodin, or of Mr. D. Kalcourt. There is no need of instituting comparisons.)

A. I have not known Mrs. Guidry since I was a small boy; I know both Messrs. Kalcourt and Mr. Perrodin, and I would give credit to their statements.

Q. Would you consider the statement of Jean Pierre Reuben, in the trial of a cause, as the statements of D. Kalcourt and Perrodin?—A. I could not answer that.

Q. Do you believe that Jean Pierre Reuben knows the importance and moral obligation of an oath?

(Objected. Witness should be asked what he knows, not what he believes.)

A. I could not tell you.

JULES PETELIN.

JOHN F. SMITH,
Notary Public and Special Commissioner.

JOHN SCHREWE, a witness on behalf of the Government, sworn, says:

I am clerking at this time; I am 52 years old; I reside in Grand Coteau, where I have been living twenty-eight years.

Q. Do you know a colored man named Jean Pierre Reuben?—A. I do.

Q. How long have you known him?—A. For the last twenty years.

Q. Do you know if he is an industrious, thrifty man?—A. Yes, sir; he is.

Q. Have you ever traded with him?—A. Yes, sir.

Q. What is his practice as to meeting his obligations?—A. Yes, sir; as much as I know.

Q. Has he good credit in the stores in Grand Coteau?—A. Yes, sir; his credit is perfectly good.

Q. Do you know anything affecting the good name, standing, and character of Reuben?—A. I do not.

Cross-examined by Mr. PERRODIN:

Q. Do you know whether Jean Pierre Reuben knows the importance and moral obligations of an oath?—A. I could not tell that. I have never had any dealings of that kind with him.

Q. Have you never heard that he was arrested and brought into court, charged with a criminal offense?—A. No, sir.

Q. Do you consider him a man of sound mind and good intelligence?—A. Yes, sir; for an ordinary common man.

JOHN SCHREWE.

JOHN F. SMITH,
Notary Public and Special Commissioner.

M. ANDRUS, sworn on behalf of the Government, says:

I am a bookkeeper. I am 37 years of age. I reside in Grand Coteau, and have resided in Grand Coteau since about the year 1860.

Q. Do you know a colored man named Jean Pierre Reuben?—A. Yes, sir.

Q. How long have you known him?—A. Since I lived here; have known more of him since the last four or five years with him. He has been trading at the store where I have kept books.

Q. Do you know if he is an industrious, thrifty man?—A. That is the reputation which he bears.

Q. What credit has he in the stores at Grand Coteau?—A. I consider his credit very good.

Q. Do you know anything affecting injuriously the character, good name, and standing of Reuben?—A. No, sir; I do not; as a negro he is considered a good negro.

Cross-examined by Mr. PERRODIN:

Q. Do you know whether Jean Pierre Reuben is aware of the importance and moral obligations of an oath?—A. That is rather a difficult question to answer. I answer, I do not know.

Q. Do you know or not, judging from his intellect or his intelligence, he could be influenced to say what is desired of him?—A. My answer is the same—I do not know.

Q. On the trial of a cause would you attach as much importance to the testimony of Jean Pierre Reuben as you would to the testimony of any man who is a citizen known to you?

(Objected to as involving an expression of opinion on the part of the witness.)

A. I would not. There are men in whose statements I would have less confidence than in those of Reuben, and there are men in whose statements I would have greater confidence. I would not feel myself justified to decide solely upon his evidence if he was influenced, because I do not consider him a very intelligent man. He is a good negro.

MENTOR ANDRUS.

JOHN F. SMITH,
Notary Public and Special Commissioner.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

The undersigned, respectively counsel for the claimant and for the Government, consent to take evidence for claimant and for the defense before John F. Smith, esq., notary public, and waiving the issuing of a commissioner from Washington.

W. O. DENEGRE,
For the United States.
F. F. PERRODIN,
For Claimant.

GRAND COTEAU, *June* 23, 1883.

FRENCH AND AMERICAN CLAIMS COMMISSION.

JULES PERRODIN
v.
THE UNITED STATES. } 90.

This is a claim for cotton and sugar taken and used by the armies of the United States from the memorialist in the parish of Saint Landry, and State of Louisiana, in May and November, 1863, and March, 1864, during the late war. (See items, Record, pp. 8, 9.)

CITIZENSHIP AND ALIENAGE.

Jules Perrodin, the memorialist and claimant, was born on the 27th day of March, 1820, in the town of Tarcia, Department of the Jura, France, and has resided between the 13th day of April, 1861, and the 20th of August, 1866, or continuously since 1856, in the town of Opelousas, parish of Saint Landry, and State of Louisiana. (Record, pp. 7, 29, 36, 39, 60.)

The memorialist has never been naturalized or taken any steps to be naturalized in any other country, nor renounced, surrendered, or impaired his allegiance to the Government of France. (Record, pp. 7, 29, 36; Opinion Court of Claims, p. 243.)

It is true that he was conscripted by the Confederate enrolling officer for the parish of Saint Landry, Louisiana, and enrolled in the Twenty-eighth Regiment Louisiana Volunteers, C. S. A.; but he resisted the enrollment by applying for a writ of *habeas corpus* before the court of the eighth judicial district of Louisiana, alleging that he was a French subject, and therefore not liable to the operation of the conscript laws of the Confederate States; and upon hearing the court ordered, adjudged, and decreed that the memorialist be released and discharged as a conscript in the said Confederate army on the 27th day of January, A. D. 1864. Whereupon he was discharged the service of the Confederate States in pursuance of the judgment of said district court, June 18, 1864, by command of Gen. E. Kirby Smith, of the Confederate army. (Record, pp. 27 to 33, 36, 40.)

Items 3 and 4 of this claim (p. 8) were included in the petition filed before the Court of Claims for 360 bales of cotton and 8 hogsheads of sugar, but before trial and judgment in that case for the claimant, the cotton and sugar was abandoned on the ground that it was taken for the immediate use and consumption of the Army, while in order to recover under the act of the 12th of March, 1863 (the captured and abandoned property act), proof was required that the proceeds arising from the sale of the property reached the Treasury; therefore, as the Court of Claims did not have jurisdiction of said items 3 and 4, they were abandoned before the trial, no proofs being taken or submitted. (Record, pp. 8, 34, 35, 36.)

No assignment of the claim set forth in the memorial, or any part thereof, or any interest therein, has been made, nor has the memorialist, or any other person, received the amount claimed, or any part thereof. (Record, pp. 10, 35.)

OWNERSHIP.

Items 1 and 2 are withdrawn, as they fall under the provision of Article II, of the treaty of 1880, as interpreted by a diplomatic arrangement under dates of 17-21 December, 1881, p. 247.

Item 3. The memorialist purchased this cotton from Thelismar Guidry. In September, 1862, he purchased 20 bales, and in March, 1863, he purchased 18,000 pounds of cotton in the seed, which would make 15 bales of ginned cotton, estimating 1,200 pounds of seed cotton to the bale of 400 pounds, which would make, with the 20 bales, 35 bales of cotton in all purchased from Guidry. Of these 35 bales the claimant received 12 bales, leaving the 23 bales claimed, but which is *now* reduced to the 18

bales abandoned in case before Court of Claims, the balance being overlooked by claimant at the time of the said action, is abandoned in this case, which were left stored on the plantation of Thelismar Guidry until taken by the Union troops.

According to the evidence of Constance Guidry, the widow of Thelismar Guidry, deceased, her husband sold to claimant about 45 bales of cotton, but as she testified merely from recollection we have adopted the estimate made by the claimant himself, above stated, as he testifies from his books and the bill of sale in evidence. (Notice of withdrawal, p. 247; Jules Perrodin, pp. 33, 34; Bill of sale, pp. 61, 62; Constance Guidry, pp. 24, 25; Achille Babineau, p. 100; Thelismar Guidry, p. 101; Theodore D. Kalcourt pp. 248, 249.)

Item 4. 8 hogsheads of sugar.

This sugar was purchased by the claimant in December, 1863, from Offutt Brothers, near Washington, parish of Saint Landry, Louisiana, and left in the custody of W. R. Gibson, who had charge of the plantation of the Offutt Brothers, where it was taken by the Union army. (Antoinette Thiebaut, p. 19; Jules Perrodin, p. 35.)

SEIZURE AND APPROPRIATION.

Item 3. In the months of October and November, 1863, the cotton described in Item 3 (p. 8), was seized and taken possession of by the commands of Generals Grover and McGinnis, of General Banks's army, from the plantation of Thelismar Guidry, situate in Carroncrow Bayou, in the parish of Saint Landry, State of Louisiana, and used for bedding and hospital purposes by the officers and soldiers after the battle of Bayou Bourbeaux. (See Generals Ord. and Washburn's reports, Frank Moore's Rebellion Record, Vol. 8. Doc. 7, 149. War Department Record, pp. 69, 80; Constance Guidry, pp. 24, 25, 55, 56; Augustin Dominique, pp. 52, 53, 54; Jules Perrodin, pp. 33, 34; Achille Babineau, p. 100.)

Item 4. The sugar in this item was seized and taken possession of by the officers and soldiers of fourth division and thirteenth army corps, under command of General Banks, in the month of March, 1864, from the claimant on the plantation of Offutt Brothers, Saint Landry Parish, Louisiana, and used for the benefit of the United States army. (Antoinette Thiebaut, pp. 19, 20; Otis Lunt, pp. 56, 57; Jules Perrodin, p. 35.)

SAINT LANDRY PARISH, LOUISIANA, WAS IN THE POSSESSION OF THE UNION ARMY IN 1863–'64.

General Banks's army was in possession and occupancy of Saint Landry Parish, Louisiana, in May and November, 1863, and March, 1864, when the claimant's property was taken. General Banks in a letter addressed to General Halleck, dated Opelousas, La., May 4, 1863, says: "I may say that 20,000 beeves, mules, and horses have been forwarded to Brashear City, with 5,000 bales of cotton and many hogsheads of sugar." (War Department Records. Record, p. 78.)

Union forces under General Banks occupied Opelousas, La., April 20, 1863. (Moore's Rebellion Record, vol. 6. Diary of Events, p. 65. Documents, pp. 527 to 546.)

General Franklin's column of General Banks's army entered Opelousas, October 21, 1863, at noon. (Moore's Rebellion Record, vol. 7, p. 65, Diary of Events.)

THE VALUE OF THE PROPERTY WHEN TAKEN, WITH INTEREST.

Item 3. (Now 18 bales cotton.)

The claimant says (p. 34) that this cotton averaged 400 pounds to the bale, which for 18 bales would make 7,200 pounds of cotton.

Mrs. Constance Guidry says (p. 24) that this cotton was taken after the battle of Bayou Bourbeaux, which was fought on the 7th of November, 1863.

According to the Price Current, pp. 65, 66, cotton was worth from 65 to 73 cents per pound for the month of November, 1863—take the difference, 69 cents. For 7,200 pounds of cotton at 69 cents would amount to $4,968.

Item 4. (Eight hogsheads sugar.)

The claimant says (p. 35) that the sugar was bought by him in the month of December, 1863, and taken by the Federals in 1864.

Mrs. Thiebaut says (p. 20) that the sugar was sold by Offutt Brothers to Mr. Perrodin about a year, as far as she can remember, before it was taken.

The claimant says (p. 35) that the 8 hogsheads of sugar weighed in the aggregate 9,600 pounds.

Mrs. Thiebaut says (p. 20) that at the time the sugar was taken she obtained 25 cents in silver per pound, but we will take the price given in the memorial—22 cents, which for 9,600 pounds, at 22 cents, would make $2,112.

The total value of items 3 and 4 is $7,080, for which an award is asked with interest from the date of the respective seizures of the claimant's property by the United States.

The opinion of the Court of Claims in the case of Jules Perrodin *v.* The United States,

No. 3546, is submitted as further evidence of the abandonment of the 18 bales of cotton and 8 hogsheads of sugar at that trial, as appears from second paragraph of the opinion, p. 243.

Respectfully submitted.

THEODORE H. N. McPHERSON,
Special Counsel for Jules Perrodin.

CHARLES ADOLPHE DE CHAMBRUN,
Counsel for the French Republic.

ALEX. PORTER MORSE,
Assistant Counsel.

WASHINGTON, *September* 1, 1883.

BRIEF OF COUNSEL FOR THE UNITED STATES.

JULES PERRODIN
v.
THE UNITED STATES. } No. 90.

The claimant in his memorial asks compensation—

1st. For 7 bales of cotton, taken by the Government forces in 1863.

2d. 1 bale.

3d. 23 bales.

In his brief (p. 3) he limits his claim to 18 bales instead of 23, as set forth in the third item of his memorial.

He says (p. 34 printed evidence) that in September, 1862, he purchased from Thelesmar Guidry, of the parish of Saint Landry, 20 bales of cotton in seed, and that on the 11th March, 1863, he bought from Guidry 18,000 pounds of cotton in the seed; that the cotton at the time of purchase was in two cotton-houses on the Thelesmar Guidry plantation; that it remained there until the second invasion of the Federal troops in October and November, 1863, when it was taken possession of by the Federal forces, and all lost to him except 12 bales, which he secured and caused to be ginned.

The claimant has introduced in evidence the testimony of Thelesmar Guidry, taken on the 29th December, 1868, in the suit of F. Perrodin *v.* The United States, No. 3546 of the Court of Claims. (See page 99, printed evidence.)

Guidry says he sold Perrodin on the 12th September, 1862, 20 bales of cotton in seed, and that on the 11th March, 1863, he sold him 18,000 pounds of cotton in the seed; he says Perrodin recovered some 15 or 18 bales out of the lots sold to him.

We will remark, *en passant*, that a cross-examination of the witnesses in 1868 in these cotton cases, then before the Court of Claims, was the only expedient resorted to by the Government to verify their correctness; that no Government agent was at that time sent to the places of alleged loss to examine into the facts of each case.

Thelesmar Guidry died some years ago.

Thelesmar Guidry in 3546, p. 7, states that the cotton sold to Perrodin was raised in the year 1861. He was in the Confederate army when the Federal forces took the cotton.

The widow of Thelesmar Guidry was heard as a witness on behalf of the claimant, and was examined not less than four times. In her first examination (page 24) she estimated the number of bales sold to Perrodin as forty-five. In her second examination (page 55) she says that the year previous to the taking of the cotton, that is, in the year 1862, her husband made on the place from 50 to 60 bales; "that the crop of the year 1862 had been baled and sold to different parties;" that for a series of years "we were in the habit of making from 45 to 60 bales of cotton."

She was examined for the third time at page 237, and was asked on direct examination:

"Q. Jean Pierre Reuben testified there never was more than from five to ten bales of cotton made by your husband yearly on his plantation; is that a fact?—A. He was far from right; we made annually from 18 to 24 bales.

"Q. Do you recollect how many bales you made in the years 1862 and 1863, respectively?—A. About the number I have just stated.

"Q. Do you know how much cotton there was on your plantation when the Federals took it?—A. We estimated the amount of cotton then at from 40 to 45 bales.

"Q. This was then the crop of two years?—A. It was."

For the fourth time this lady was examined, at page 240.

On this occasion she stated she had made an error in asserting that 18 to 24 bales were raised annually on the place; that she "is positive that more cotton than above was made; I now reaffirm all the statements made by me in my affidavit taken before John F. Morragh and also all the statements contained in my previous testimony."

Mrs. Guidry states that the cotton on the place, and taken and destroyed by the Federals, was the product of two years. She states that the crop of 1862 was baled

and sold. Then, if her statements are correct, the cotton taken must have been the product of the crops of 1861 and 1863, or of 1860 and 1861. The cotton could not have been produced in 1863; first, because the first Federal invasion of the parish of Saint Landry was in April, 1863, when the slaves almost universally deserted the plantations and followed the Federal Army. It is, besides, in proof that the most of Guidry's slaves abandoned this plantation in April, 1863, and thenceforward it was a desperate struggle for existence, and breadstuffs, not cotton, were raised. The season for cotton-picking is between August and January, and it is alleged that the cotton was taken in October and November, 1863. If the crop of 1862 was ginned and disposed of as Mrs. Guidry says, it is singular that the crop of 1861 had not likewise been ginned and sold.

It is in proof that the cotton when sold to Perrodin was unginned and in the seed. It is nowhere *asserted* or proved that the cotton was weighed, or any definite steps taken to ascertain the exact number of pounds. Perrodin seems to have been satisfied with the assurances of Guidry. Cotton is sometimes sold in the seed. This practice prevailed to a much greater extent during the war. But a final settlement was never made until the exact number of bales and the weights of the bales were ascertained by ginning and baling.

Perrodin says (p. 34): "I only recovered 12 bales, and the balance was taken as stated by said witness, Constance Guidry." Whether he "recovered" these 12 bales before the Federal invasion, or whether he went on the camping grounds and picked it up after it had been scattered around by the troops, we have not been informed. Most probably it was ginned and baled before the invasion.

We omitted to notice the testimony of one Dominique Augustin, at pages 52, 53, and 54, and sworn for claimant. He says there were some 45 bales of cotton on the plantation at the time of the Federal invasion. He says (p. 53): "That it was taken;" that is, in 1863, which we have shown was an impossibility. He "knows there were 45 bales or more on said plantation at said time because of the size of the buildings containing said cotton, in which buildings the crop of the previous year, which was a larger crop, had been stored."

This is the claimant's case.

Jean Pierre Reuben was heard on behalf of the Government. Reuben was a slave of Guidry. Reuben, Augustin Dominique, and Victoria Green are the only persons now living who could be found, and who were on the Guidry place in 1863, at the time of the Federal invasion. Guidry had two cribs on his place; one a corn-crib and the other a cotton-crib. He had no gin on his place, and ginned his cotton on a neighboring plantation. This fact affords evidence of the smallness of his crib, for a gin-house and gin are of small cost, and there was no planter making 45 or 50 bales who did not own his own gin. It was those who made a few bales, from 1 to 20, that were accustomed to gin their cotton at the gin-houses of their neighbors. Reuben was asked (page 221):

"Q. Can you tell us if there was any cotton on the Thelesmar Guidry place when the Federals came there, and, if so, how many bales?—A. There was cotton there; there was a cotton crib on the place which when filled contained 10 bales; I don't think it was quite full when the Federals came.

"Q. Was that cotton ginned or unginned?—A. It was unginned.

"Q. What became of that cotton?—A. When I returned to the plantation I saw the cotton around the various places where the Federals had camped and slept."

On cross-examination (p. 223) Reuben was asked:

"Q. Was there not cotton in two cribs on the plantation?—A. No, sir; there were only two cribs; one a cotton-crib and the other a corn-crib."

Victoria Green was examined at p. 229. She states at page 230 that Jean Pierre (Reuben), one of her nieces, her sister, Josette, a mulattress, and herself were the only slaves who remained on the plantation after the first Federal invasion; that all the others left the plantation; that no cotton was made in 1863; corn only was made.

She states that there was but one cotton-crib on the place, and that it was not quite full when the Federals came to the plantation.

She was asked on cross-examination, at page 231:

"Q. Are you positive there was no other cotton on said plantation except the cotton you saw in the crib?—A. There was no other cotton except what was in the crib."

Kalcourt was heard for the claimant at page 247. He is a planter, and in 1860 resided at a mile and a half from Guidry's place. He says that in 1860 Guidry's crib was full of cotton, and judging from his recollection of its size he does not think it would contain less than from 18 to 20 bales of cotton in the seed.

An effort was made by the claimant to break down the testimony of Reuben. To discredit him we have the testimony of the claimant himself and of Mrs. Guidry. The fortunes of war and the emancipation of the slaves reduced Mrs. Guidry to penury. Reuben, who is an industrious, thrifty man, possesses a portion of the Guidry tract of land, or of land adjoining it, and is in easy circumstances. He owns 35 acres.

Zules Petitin and John Schrewe, both of Grand Coteau, merchants, know Reuben. His place is at a distance of 5 miles from Grand Coteau. They know nothing affecting injuriously the character of Reuben (pp. 251 and 253). They have both had dealings with Reuben. He has had store accounts with both of them. He meets his obligations promptly. He has good credit in the stores at Opelousas.

We submit that the cotton on the Guidry plantation was sold in a lump; that it was never baled or weighed, and hence the claimant has not established the exact number of bales. That the testimony of Reuben and Victoria Green shows that there was but one cotton-crib on the Guidry plantation, and that it contained a less quantity than 10 bales.

The claimant seeks indemnity for eight hogsheads of sugar, which he alleges were taken by Federal troops. This sugar, it is asserted, was on the Offutt plantation in the sugar-house. The sugar-house is one mile and a half from Washington. The claimant alleges that he purchased this sugar in 1863, and that it was taken in 1864. Colonel Offutt was of those who fled to Texas with all his able-bodied negroes when the Federal forces invaded Saint Landry Parish. His overseer, it is true, remained on the plantation. The advent of the Federal troops into Saint Landry meant emancipation, and so it was so understood by the negroes. The power and authority of the master were entirely subverted. When thus suddenly freed the negroes did but little work. It was easier to plunder than to labor. Colonel Offutt himself, had he remained on the plantation, could have exercised but little authority over his negroes or over those of his neighbors. What could have been expected of Gibson, his overseer? It is more than probable that Federal soldiers entered the sugar-house and took sugar, but it is certain that negroes did the most of the pillage. But giving full credit to the statements of the overseer's wife, Mrs. Gibson, it is evident that the taking amounted to nothing but pillage.

At page 20 she says:

"I saw the soldiers in the act of taking away the sugar. The soldiers carried away the sugar as best they could. Some put it in buckets, some put it into their coats, and others used their shirts to carry the same away. Saw no sugar carried off except in the manner I have described. No officers were present when said sugar was carried away by the Federal troops or destroyed."

In August, 1868, Jules Perrodin filed his petition in the United States Court of Claims, 3546 of the docket, asking compensation for the proceeds of 360 bales of cotton, which he alleges were taken from him by the Federal forces in May, 1863. The Court of Claims gave judgment for 336 bales. This judgment was based on the receipt given by Colonel Sargent, at pages 60 and 61, in 3546, which covered 315 bales of cotton; also seven bales of cotton which are said to have been on Theodore Valade's plantation, and 14 bales which were on the Widow Malveau's plantation. Thus—

	Bales.
Receipt of Sargent for	315
7 bales on Valade's plantation	7
On Widow Malveau's plantation	14
Total	336

Perrodin and his brother were storekeepers at Opelousas before and during the war. They did a considerable business. They sold goods to many of the small planters in the neighborhood of Opelousas, advanced money on cotton, and purchased considerable cotton during the war and prior to the Federal invasion of the parish of Saint Landry in April and May, 1863. Some of this cotton they stored in the immediate neighborhood of Opelousas; other portions were purchased and left with the vendors.

Theodore Valade was a friend of the claimant Perrodin. Their relations were of the most intimate character. Valade was heard as a witness in Perrodin's behalf against the Government in 3546. Valade, in 1862, acted as the clerk and book-keeper of Perrodin (page 33 in 3546 Court of Claims). At page 93 of 214 Perrodin stated that he was very intimate with Valade.

In May, 1862, when the Federal forces invaded Saint Landry Parish, Valade resided on his plantation 9 miles from Opelousas, and Perrodin resided in the village of Opelousas. The Federals on the 2d of May, 1863, went to Valade's plantation and there seized and took away 162 bales of cotton. Lieutenant Rhoades was the officer in command of the detachment which took Valade's cotton, and he signed a receipt which he delivered to Valade and which covered the 162 bales.

It is as follows:

"STATE OF LOUISIANA,
"*Parish of Saint Landry:*

"I, the undersigned, do hereby certify that I have this day taken for the use of the United States Government from Theodore Valade's plantation 162 bales of cotton.

"C. W. C. RHOADES,
"*First Lieutenant Company H, 4\ M. V.*"

On the reverse of the receipt, in a bold and legible hand, are the following words written by Valade himself:

"MAY 2, 1863.

"74 bales belonging to G. L. Laughland.
"24 bales belonging to Pierre Laberie.
"64 bales belonging to Theodore Valade, French subject.

"162 (one hundred and sixty-two) bales."

(See testimony of Godefroy and Babled in Valade, 214, pp. 27, 28, 29.)

Valade exhibits reflection and deliberation in the words he has written. There is no hasty action. He gives both in figures and in writing the exact number of bales seized, discloses the names of the several owners, and the number of bales belonging to each. The location of the cotton is fixed by the receipt of the Federal officer at Valade's plantation, and Valade even makes it known in the receipt that he is a French subject.

The receipt for these 162 bales of cotton was transferred by Valade to A. P. Noblom, of New Orleans, who received pay for them at the rate of 18 cents per pound. (See statement of cotton taken, page 239, and the receipts of A. P. Noblom at pages 260, 261, and 262, in Valade *v.* The United States, No. 214.) Thus Valade parted with his receipt for the 162 bales of cotton, and Noblom received the proceeds of sale of them. The receipt of Colonel Sargent (in 3546, United States Court of Claims, in Perrodin *v.* The United States) shows that Sargent allowed for 17 bales of cotton on Valade's plantation. In addition, at page 61, Sargent again allows for the additional number of seven bales on Valade's plantation, and these 24 bales were included in the judgment of the Court of Claims. There is no doubt that there were seventeen bales of cotton on the Valade plantation in May, 1863, purchased either by Valade or by Perrodin from the Malreaux and from Petre, as is set forth at page 60. These 17 bales were included in Rhoades' receipt, and the *proceeds* paid to Noblom by Colonel Holabird in 1863 and 1864. Perrodin received pay for the same seventeen bales when he exhibited his judgment from the Government in 3546, Court of Claims. It may and probably will be said that, admitting that Valade did receive the money for the cotton, his action could not affect Perrodin's claim.

Suppose, then, that the 17 bales which were on Valade's place belonged to Perrodin. Perrodin and Valade were intimate friends and resided within nine miles of each other. Under the circumstances, what would Perrodin have done after the seizure by the Federal officer? Would he not have gone to Valade and inquired of him whether a receipt had been given by the Federal officer? Valade had either to say yes or no. He certainly would have asked the name of the officer who made the seizure. Valade knew it. Suppose Valade had told Perrodin that the officer had given no receipt. Perrodin would have gone to Rhoades, who would doubtless have given him one. Perrodin, at page 232, was examined on the part of the Government, to show how and under what circumstances this double payment was made by the Government. We direct the special attention of the commissioner to the questions put to Perrodin, and to his answers. Perrodin was asked if it was to his knowledge that cotton had been seized on Valade's plantation. He says he knew it through Valade, who communicated it to him through an officer of the United States Army. He was then asked if he knew that the Federal officer had given Valade a receipt for the cotton. His answer was that Valade had written to him that the Federals had taken his cotton as well as that of Perrodin. He says that he saw Valade some days after the taking. He was then asked if Valade had told him that the officer had given him, Valade, a receipt. To this he answered that he couldn't say positively whether Valade had obtained a receipt for his cotton, but that he did not think he did obtain the receipt. He was again asked if Valade had informed him of his having obtained a receipt for the cotton. His answer was that he did not recollect. He was asked if he had knowledge that a receipt had been given to Valade for all the cotton that was on his, Valade's, place. Again he answered that he did not recollect.

A photographic copy of the receipt given to Valade was then exhibited to him, which he read, showing that Valade had obtained the receipt which he had transferred. He said that he recognized Valade's handwriting and signature. He was then asked if he had ever seen the receipt. Again he did not recollect. We submit that a careful perusal of Perrodin's testimony shows conclusively that he knew that Valade had obtained a receipt for all the cotton seized and removed from his plantation. Valade protected Laughland; he protected Laberie; why should he not have protected his friend Perrodin?

Perrodin was asked at page 236 how many bales of cotton he had on Valade's plantation in May, 1863. He answered, seventeen bales. Perrodin was paid not only for the seventeen bales, but he was paid for seven bales in addition, which were not on Valade's place, but which Colonel Sargent said were there. (See the acknowledgment of Colonel Sargent, p. 61.)

The judgment of the Court of Claims is thus framed (p. 244, printed record:)

	Bales.
Colonel Sargent's receipt	315
The seven bales in addition to the seventeen on Valade's place	7
On Malveau's place	14
	336

Now, if we have shown to the satisfaction of the Commissioners that Perrodin was actually paid by the Government in 3546 for twenty-four bales (24 bales) in excess of what was really due to him, this ought to operate as an offset against any valid claim he may have for cotton not embraced in 3546 before the Court of Claims. The Government was imposed upon and swindled, and the relations that existed between Valade and Perrodin warrant the belief that Perrodin must have known that Valade had obtained a receipt for his cotton as well as that of Valade.

Respectfully submitted.

GEORGE S. BOUTWELL,
Counsel for the United States.

W. O. DENEGRE,
Second Assistant Counsel.

BRIEF FOR CLAIMANT IN REPLY TO THE BRIEF FOR THE UNITED STATES.

JULES PERRODIN
vs.
THE UNITED STATES. } No. 90.

The objections presented in the defendant's brief against the claimant's right to recover are not sustained by the evidence.

The claimant's alienage, neutrality, and the seizure and appropriation of his property by the Army not being controverted, need not be considered.

We will now consider the points raised by the defense.

I.

That the claimant did not have the amount of cotton taken by the Army which he claims.

Item 3, 23 bales of cotton is claimed, which is reduced to 18 bales for reasons set forth, on p. 3, first brief.

Claimant says (pp. 33, 34) that on the 12th September, 1862, he bought 20 bales of cotton in the seed from Thelismar Guidry (that is, 20 bales of ginned cotton), and on 11th March, 1863, Thelismar Guidry sold him 18,000 pounds of cotton in the seed (15 bales of ginned cotton).

On pp. 61 and 62 appear the bill of sale, receipts given by Guidry to Perrodin, which have the same date of purchase, September 12, 1862, March 11, 1863, and agreeing in the amount and kind of cotton testified to by Perrodin.

Thelismar Guidry, now dead, on December 29, 1868, testified in case of Jules Perrodin *v.* United States, No. 3546, Court of Claims, introduced in evidence by defense, (p. 95), says (pp. 101, 102) that on the 12th of September, 1862, he sold 20 bales of cotton in the seed, of 400 pounds each, to claimant, which he obligated himself to gin for him, and on the 11th of March, 1863, he sold to him 18,000 pounds of cotton in the seed, which he was paid for at the time of the sale, as the receipts show.

Now, then, if the evidence of the vendor and vendee, and the receipt which passed between them, which agree in every particular, is not conclusive proof of the time of the purchase, the amount and kind of property purchased by the vendee (Perrodin), then nothing is—no higher evidence can be produced, and it cannot be questioned, especially in the presence of inferior proof.

Again, Achille Babineau, the manager of Thelismar Guidry's plantation at the time of the sale of the said cotton, testified December 29, 1868, in case No. 3546, Court of Claims (p. 50), this record (p. 100), that to his knowledge the claimant had at Thelismar Guidry's about 30 or 40 bales of cotton; that in October and November, 1863, the Federal troops under Grover took lots of cotton in the seed at Thelismar Guidry's plantation.

Mrs. Guidry's evidence (pp. 24, 25, 240) is corroborative of the above.

As counsel for the United States have gone back of the vendor's and vendee's evidence and the receipt which passed between them as to the amount of cotton, and endeavored to show that the Guidry plantation could not produce the amount of cot-

ton in question in any one year, we will proceed to examine the proof in that direction pro and con.

Mrs. Guidry says (p. 56) that we were in the habit of making for a series of years from 45 to 60 bales of cotton.

It cannot be presumed that Perrodin purchased less cotton from Guidry than they both have testified to, and which appears in the bill of sale (pp. 61, 62). Perrodin must have satisfied himself that he had that amount of cotton, or he would not have purchased it. The cotton could not have been growing in the field at the time, for a given amount was purchased, and if it was, there was more cotton raised each year than was purchased by Perrodin, viz, 20 bales in the seed and 18,000 pounds in the seed, as we will see, and out of this lot we now only claim 18 bales.

Theodore D. Kalcourt, a planter and near neighbor of Guidry's, says (pp. 247, 248) that Guidry in 1860 had a crib full of cotton, which contained from 18 to 20 bales of cotton, and a gallery attached to his corn-crib in which he had four to five bales. He (Kalcourt) from 1860 to 1861 raised an average crop of 52 bales of 400 pounds each; that Guidry cultivated about the same quantity of land, with about the same force as he did; that Guidry's land was somewhat superior to his in fertility; that before the war crops were hardly shipped before the following year, but the crops of 1860–1861 were kept at home on account of the war. He says (cross-examination, pp. 249, 250) the land in Guidry's neighborhood produced from half to three-quarters of a bale to the acre; the years 1859–1860–1861 were extraordinary years for cotton; they were not good for corn; were too dry.

He says (re-examination, pp. 250, 251) that the farmers disposed of their crops for the years 1860–1861 to the country merchants.

Augustin Dominique, who was in charge of Guidry's plantation during his absence in war, says (p. 52) when the battle of Bayou Barbeaux was fought (November 3, 1863) there were some 45 bales of cotton on Thelismar Guidry's plantation; this cotton was unginned and in the seed. It was customary on said plantation to weigh the cotton as it was picked.

He says, cross-examination (p. 53), the cotton above mentioned was all grown and raised on Thelismar Guidry's plantation; we cultivated 55 arpents or more in cotton.

Dominique says (p. 54) that there was no gin on Thelismar Guidry's plantation, which the counsel for the defense adopts (brief, p. 4), and says that this fact affords evidence of the smallness of his (Guidry's) crib, &c. How this fact could make his crib smaller it is difficult to see; but it is well to consider here that Valery, one of their own witnesses, and who was also the slave of Guidry, says (p. 228) that "our gin was the only one in the neighborhood."

We do not think that this point, whether Guidry had a gin or not, plays any part here other than to show that the counsel for the defense prefer to believe our witness instead of their own, which we are quite willing that they should do; and having adopted in part what our witness said, they must adopt all he said, which shows that Guidry raised in any one year more cotton than Perrodin purchased from him, which also the evidence of Kalcourt distinctly shows, and Mrs. Guidry's. Perrodin's and Guidry's evidence, and the bill of sale above referred to, fully settles the amount of cotton sold by Guidry to Perrodin, and whether Guidry had a gin or not is of no consequence in face of the fact which has been established beyond a doubt that he raised the cotton on his own plantation; that he raised each year more cotton than he sold to Perrodin, and that Perrodin claims less cotton than he purchased, which was taken by the United States Army.

We will now examine the evidence of the defense.

Reuben, an intemperate negro, once the slave of Guidry, whose character is smirched, being once indicted for perjury, says (p. 220):

"That he was on the Thelismar Guidry plantation when the Federals came to this parish in 1863; was in Opelousas with Thelismar Guidry when the battle of Bayou Barbeaux was fought; was on the place a day or two after the battle; there was a cotton crib on the place, which, when filled, contained 10 bales; don't think it was quite full when the Federals came there."

On cross-examination (p. 222):

"Q. Were you not in the Confederate army with your master; and how long did you remain with him?—A. I was; I remained with him the most of the time he was in the army.

"Q. Did you work in the field in the cultivation of the cotton alluded to?—A. I did; I worked on the plantation in making all the cotton that was made there.

"Q. How could you work in the field making cotton and be in the army with your master?—A. No cotton was made on the place when I was in the army; only corn was raised."

On page 102 Guidry says he went into the Confederate army in September, 1861, and remained until the close of the war. He was at home on furlough when he sold the cotton.

Now, it is admitted by Reuben that he was with his master, Guidry, in the army from 1861 to 1863, except when they returned once or twice on furlough.

It is evident, then, that he knew nothing about what he was testifying to. He says in one breath that there were only 10 bales of cotton in the crib, and that he helped to make all the cotton that was made, and in the next that Guidry raised nothing but corn when he was in the army. If Guidry raised nothing but corn at that time there would have been no cotton to put into the crib. And yet Reuben admits (p. 226) that there was on Guidry's plantation a house, a crib containing two rooms, which, with the other cotton cribs, would hold over 40 bales of cotton; that he did not recollect whether there was any other cotton on the plantation than he alluded to; that it might be there were some (more) there.

Valery says (p. 227) that there were 30 bales under his (Guidry's) gin-house, which was taken by the Federals. * * * There may (have) been other cotton there. I am only positive as to the 30 bales.

Victoria Green (p. 230) says she don't know what month cotton is actually planted, and on cross-examination that she can't well state the usual average of bales of cotton made on the plantation of Thelismar Guidry; at one time 10 bales were made there; she can't say what month the Federal army came; whether in the fall or spring, or what year.

If this witness, who was raised on a cotton plantation, does not know what month cotton is planted, don't know the usual average bales of cotton raised by Guidry, don't know the month, the year, or season the Federals came, how is she able to recollect, the less insignificant thing to her, that Guidry's crib was not quite full of cotton, and that at one time ten bales of cotton were made, which occurred 20 years ago? There seems to be only two ideas floating in Reuben's and Green's mind in this case, and that is that the cribs on Guidry's place were not quite full of cotton, and that there might have been ten bales there.

II.

That claimant's sugar was not used by the troops, but pillaged by the negroes and soldiers.

Item 4 (8 hogsheads of sugar). The objection of the counsel for the defense to this item is rather imaginary than real. He asserts in brief (page 6) that the negroes were lawless, and that they therefore must have taken most of the sugar. But there is no evidence to sustain this theory.

Claimant says (page 35) that in December, 1863, he bought of Offutt Brothers eight hogsheads of sugar, weighing on the average 9,600 pounds; he paid for the said sugar and left it in the custody of W. R. Gibson, who had charge of the plantation of Offutt Brothers.

Mrs. Gibson says (page 19) that she lived during the war, and especially during the year 1864, upon the plantation of Offutt Brothers; her husband had charge of the plantation at that time. Mr. Offutt, before leaving said plantation, sold some hogsheads of sugar to Mr. Jules Perrodin, who placed the sugar in the custody of her husband, and it remained locked in the sugar-house of Offutt Brothers until the sugar-house was burst open by the Federal troops some time in the year 1864, and all the sugar was taken away (page 20). She states how it was taken, and that she made complaint to an officer, who was a captain, that the sugar was being taken by the soldiers.

And on pp. 58 and 59 she says that all the sugar in the sugar-house was taken away; that they had the key of the sugar-house; that the Federals gained entrance into the sugar-house by bursting the doors.

Therefore it is evident that the sugar was not destroyed by the negroes, and it cannot be presumed that Perrodin, who was a careful business man and merchant, would purchase sugar and store it if there was any danger of it being carried off by lawless negroes.

Counsel for the defense in his brief (p. 6) says that Colonel Offutt was of those who fled to Texas with all his able-bodied negroes, and that the advent of the Federal troops into St. Landry parish meant emancipation, &c.

Now, there is no evidence to sustain this assertion; and suppose there was, and that Colonel Offutt went to Texas with all his negroes, there would have been no negroes on that plantation where the sugar was stored to commit depredations; and if they were there, there is no evidence to show that they did destroy the sugar. This is the first time we have seen it announced in the official paper that the negroes were lawless and lived on plunder in the South during the war. If there is any one thing for which this race is entitled to the highest praise and credit, it is for their law-abiding and submission to the wrongs which were inflicted upon them.

Otis Lunt says (pp. 56, 57) that he visited the camps of the Federal troops in the year 1864 to sell milk and butter. That he knew some of the Federal officers whose camps he visited. That he often went into the said sugar-house in company with

Lieutenant Pompano and Federal soldiers. Some of the sugar was in hogsheads and some in vats. There were several hogsheads of sugar. He saw some Federal soldiers eating said sugar and carrying it away in baskets and in their haversacks. This sugar was thus taken by the soldiers in presence of Lieutenant Pompano. The soldiers would help themselves to this sugar, and would go away in the presence of their officers unmolested.

He says on cross-examination (p. 58) he did not see said soldiers destroy or waste any of (the) sugar. What they took they seemed to take for their personal use.

It cannot be maintained that the seizure and use of the sugar by the soldiers was pillage, as it was taken in the presence of their officers and with their consent, and it is just the same as if the officers took it themselves and issued it to the soldiers. There is every reason to believe that the officers ordered the soldiers to take the sugar. It simply saved the circumlocution of the commissary taking it and issuing it to the soldiers. The responsibility of the Government is the same; the soldiers used it, and it saved the issuing of sugar rations to them, and saved the Government, at that time, in paying out money to purchase the sugar. It was a great advantage to the Government to purchase its rations without cost and without transportation at that time, and hardly comports with the dignity of the Government to allege that this sugar was taken without authority, and was pillage.

III.

That 24 bales of claimant's cotton paid for by the Government in case 3546, Court of Claims, was paid for by the Government to Valade, therefore it ought to work as a set-off in this case.

The theory of the defense that the Government has paid Perrodin and Valade for 24 bales of the same cotton, that is, that Perrodin has been paid in case 3546, Court of Claims, for 24 bales of cotton included in the lot of cotton for which he, Valade, was paid, cannot be sustained.

We will examine the facts.

On page 8, defendant's brief, appears the following receipt of Lieutenant Rhoades:

"STATE OF LOUISIANA,
"*Parish of St. Landry:*

"I, the undersigned, do hereby certify that I have this day taken for the use of the United States Government from Theodore Valade's plantation 162 bales of cotton."

"C. W. C. RHOADES,
"*First Lieutenant Company H, Forty-first Massachusetts Volunteers.*"

On the reverse of the receipt, in a bold and legible hand, are the following words written by Valade himself:

"MAY 2, 1863.

"74 bales belonging to G. L. Laughland.
24 bales belonging to Pierre Laberie.
64 bales belonging to Theodore Valade, French subject.

162 bales."

Now, then, if Perrodin's 24 bales of cotton was included in this lot of cotton, why would he not have been given credit for it? For if Perrodin and Valade were the intimate friends which the defense claims they were, why would not Valade have named Perrodin's cotton, as he did Laughland's and Laberie's, on Rhoades' receipt?

But the fact is the cotton which Perrodin had stored on Valade's plantation was another lot of cotton, and was not included in the receipt given by Lieutenant Rhoades to Valade, as will appear by Valade's testimony.

In case No. 3546, Court of Claims, Valade testifies, January 5, 1869 (p. 140, case No. 90): "I had in charge for claimant at my plantation a lot of cotton when the Federals first came here in 1863; I had 17 bales; these cottons were bought from Sebastian Malveaux, Adolphe Malveaux, Joaquin L. Petre, and Baptiste Malveaux; these cottons were taken away by Lieutenant Rhoades, Forty-first Massachusetts, in May, 1863; I was there present and protested against the taking said cotton; no receipt was given for said cotton, nor payment made for it."

And in this Valade is corroborated by three of the parties who sold their cotton to Perrodin to be delivered to Valade's plantation for Perrodin.

Baptiste Malveaux says (p. 136) that in the year 1862 he sold to claimant 3 bales of cotton, which he delivered on Valade's plantation.

Adolphe Malveaux says (p. 135) that he sold in 1862 5 bales of cotton to claimant, which he delivered on Theodore Valade's plantation.

Sebastian Malveaux says (p. 136) that he sold to claimant 6 bales of cotton, which he delivered at the gin-house of Mr. Valade.

On pp. 60 and 61, case 3546, Court of Claims, is the receipt given by Colonel Sargeant to Perrodin, which includes the said 17 bales of cotton, and shows that Perrodin purchased the said cotton from Petre and the three Malveauxs, and even gives the date of the purchase.

On page 61 of 3546 Sargeant in his receipt refers to 7 more bales taken from Valade's plantation, the property of Perrodin.

And on page 55 of 3546 Sargeant states the manner in which he gave receipts for cotton.

He says: "The commissioned officers of my regiment (Sargeant was colonel and Rhoades was lieutenant of the 41st Mass. Vol's), returning to Opelousas with the cotton seized, reported to me the place and person whence it was taken—I mean the cotton or products. Through that means is the only way I knew whose cotton had been taken; the officers bringing to me a memorandum of the number of bales of cotton, the plantation stamp, number, and letter; persons reported or claiming to own it. In such cases I gave a memorandum receipt for such seizures; I have no means of knowing other than I have stated as to taking cotton from Jules Perrodin; my receipts will show from whom cotton was taken."

It is evident that there were two seizures of cotton by Lieutenant Rhoades from Valade's plantation. One seizure included the 162 bales for which Rhoades gave a receipt, and the other 24 bales, for which he, according to the evidence of Valade gave no receipt, or Sargent would not have included the same 24 bales in his receipt to Perrodin. The officers did not give receipt twice for the same cotton. Rhoades only reported that lot to Sargent which he did not give receipt for. He, as will be seen by Sargent's receipt, was particular in describing the cotton to Sargent which he had not given a receipt for, so that it could not be confounded with that which he had given a receipt for.

Whether or not Valade got a receipt from Rhoades for his own cotton was a matter of no particular concern to Perrodin, inasmuch as he (Perrodin) had been given a receipt for his cotton by Sargent, which was stored on Valade's plantation. Therefore the theory set out by the defense in their brief (pp. 10 and 11) must fall, for there is nothing to support it, and the 24 bales of Perrodin's cotton included in Sargent's receipt as taken from Valade's plantation not being included in Rhoades' receipt for 162 bales taken from same plantation, it can hardly "operate as an off-set (set-off) against any valid claim he may have for cotton not embraced in 3546 before the Court of Claims," as it is an entirely different lot of cotton, and under any circumstances could not affect Perrodin's right to recover here.

But suppose that the allegations of the defense were true, that Valade was paid by the Government for 24 bales of Perrodin's cotton, which Perrodin was afterwards paid for by the Government. What has that to do with this case? Absolutely nothing. Perrodin has not perpetrated a fraud on the Government. He had nothing to do with Valade's business, and if the Government paid him for Perrodin's cotton, that is their own concern, and they must look to Valade, and not to Perrodin, an innocent party, for relief.

Perrodin is not claiming here cotton that was seized by the Government and shipped to New Orleans, which was the disposition made of the cotton included in Rhoades's and Sargent's receipts, but for cotton used in the seed by the United States Army for bedding and hospital purposes.

Respectfully submitted.

THEODORE H. N. McPHERSON,
Special Counsel.
ALEX. PORTER MORSE,
Assistant Counsel for the French Republic.

WASHINGTON, *November* 8, 1883.

No. 85.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, February 17, 1882. (Received February 20, 1882.)

SIR: I have the honor to inclose herewith a copy of a letter from Mr. Grimaud de Caux, the agent of the French Government in reference to the application of the principle recognized in the case of Isaac Taylor

v. The French Republic to certain cases pending before this Commission in behalf of citizens of France, against the United States; and to say that I have transmitted to Mr. de Caux a list of the cases which appear to me to fall within the principle referred to.

Whenever I receive notice from the agent of the French Government of his action in the cases mentioned, I shall at once report the result to you.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

[Translation.]

Mr. de Caux to Mr. Boutwell.

WASHINGTON, *February* 14, 1882.

Mr. AGENT: It seems from a letter recently addressed to me by the minister of the French Republic near the United States, that resting upon the interpretation given by common consent, in December last, to Article II of the convention of the 15th of January, 1880, the Secretary of State has applied to Mr. Outrey to ask for the withdrawal of a certain number of claims presented before the Mixed Commission against the Government of the United States, a list of which is annexed to the letter of Mr. Frelinghuysen.

This list had been furnished the Department of State by your assistant counsel.

As it is the duty of the agent of the French Republic to state the facts and to examine whether the cases (*affaires*) indicated, come or not within the scope of the treaty, the minister of France has only been able to transmit to me, simply and purely the list in question reserving his intervention in case only of any disagreement arising between the agents of the two Governments as to the application of one or more articles of the treaty. While regretting then, Mr. Agent, that this list had not been forwarded to me directly by you, I hasten to assure you that besides being prescribed by my instructions I shall make it my duty to withdraw the claims contained in the list that you will find on the other side, as soon as you will have furnished proofs that they have been the subject of a former ruling—proofs which in justifying the measures I shall have to take, will cover my responsibility in regard to the parties interested.

I will be obliged to you, Mr. Agent, if you will furnish me with these proofs as soon as possible. I do not doubt that an agreement will easily be established between us, and that, as the Secretary of State expressed in his letter of December 17 last, to the minister of the French Republic, informing him of the withdrawal of the claim, Taylar No. 1 *v.* The Republic of France, "the letter as well as the spirit" of Article II of the convention shall faithfully receive their full observance on your side as on mine.

I am, &c.,

E. GRIMAUD DE CAUX.

No. 86.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, March 20, 1882.

SIR: Acknowledging the receipt of your letter of the 7th instant, in which you set forth the necessity for an additional appropriation of $100,000 for the expenses of the French and American Claims Commission for the next fiscal year, I beg to inform you that I have sent copies of your communication to the appropriate committees of Congress, with letters recommending that the appropriation asked for be made.

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 87.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, April 15, 1882.

SIR: Agreeably to the request of the Committee on Appropriations of the House of Representatives, transmitted in your letter of the 10th instant, I have the honor to inclose herewith, for the use of that committee, a statement showing the condition of the docket of the French and American Claims Commission.

I have, &c.,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, April 13, 1882.

CONDITION OF THE DOCKET.

(1.)

Number of cases against the United States	726
Number of cases against the French Republic	19

(2.)

1. Gross amount claimed against the United States:	
Principal	$17,681,039 18
Average interest, 20 years at 5 per cent	17,681,039 18
Total	35,362,078 36
2. Gross amount claimed against the French Republic:	
Principal	2,427,541 21
Average interest, 15 years at 5 per cent	1,820,655 91
Total	4,248,197 12

(3.)

Awards against the United States, 5.	
(a) Amount awarded:	
Principal	$4,697 34
Interest	4,559 97
2. Awards against the French Republic, 0.	

(4.)

Number of claims against the United States dismissed, 101.	
(a) Amount of claims disallowed:	
Principal	$1,057,630 96
Interest, 20 years at 5 per cent	1,057,630 96
Total	2,115,261 92

2. Number of cases against the French Republic dismissed, 1.
(a) Number of cases against the French Republic withdrawn, 1.

(5.)

1. First case filed December 22, 1880.
2. Last case filed September 22, 1881.

(6.)

1. Cases against the United States where testimony on part of claimant is closed, 150.
Cases against French Republic where testimony on part of claimant is closed, 1.

(7.)

1. Cases against the United States submitted, but not decided, 6.
2. Cases against the French Republic submitted, but not decided, 0.

(8.)

Number of cases from the respective States.

(*a.*) Against the United States:

Alabama	23
Arkansas	10
California	1
Florida	4
Georgia	4
High seas	3
Indiana	2
Kentucky	8
Louisiana	608
Missouri	5
Mississippi	16
Mexico	1
Mexico, Gulf of	1
Pennsylvania	1
Rhode Island	1
South Carolina	15
Tennessee	10
Texas	10
Virginia	3

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, April 15, 1882.

SIR: It appears from an interview with Lieut. William M. Grosvenor that he made a report to General Banks in 1863 or 1864 in regard to the claim of Uranie Cambriar, now pending before this Commission.

I have the honor to request you, in case you deem it expedient so to do, to call upon the Secretary of War for a certified copy of all papers that may be on file in that Department in regard to said claim.

The memorial in the case is herewith inclosed.

I have, &c.,

JOHN DAVIS,
Assistant Counsel.

Hon. F. T. FRELINGHUYSEN,
Secretary of State.

(*b.*) Against the French Republic:

France	10
High seas	8
Mexico	0

(9.)

The work of the *commissioners* was suspended three months on account of the cessation of the functions of the French Commissioners.

(10.)

Number of cases against United States in which testimony has been taken..... 583
Number of cases against France in which testimony has been taken 10

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

WASHINGTON, *April* 15, 1882.

No. 88.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, May 12, 1882.

SIR: Referring to correspondence and interviews respecting a question that has arisen as to the difference between the French and English texts of the claims convention of January 15, 1880, between France and the United States, I have now to inclose copies of a correspondence which has taken place between the French minister at Washington and this Department on this subject. It is believed that the accord between the two Governments will remove all difficulties in the interpretation of the convention.

I will thank you to lay this correspondence officially before the Commission when your French colleague shall receive authority to do the same thing on the part of his Government.

I am, &c.,

FRED'K T. FRELINGHUYSEN.

No. 89.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
WASHINGTON, *May* 15, 1882. (Received May 19.)

SIR: I have the honor to acknowledge the receipt of your letter of the 12th instant, with inclosures as noted, and to inform you that copies of the same papers having been received by the agent of the French Government from Mr. Outrey, the same were presented by the counsel for the two Governments to the Commission, and the correspondence will be extended and appear upon the journal of that body.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

No. 90.

Mr. Boutwell to Mr. Frelinghuysen.

GROTON, *September* 2, 1882.

SIR: When Mr. E. C. Bartlett was designated as stenographer to aid the agent and counsel for the United States before the French and American Claims Commission, your predecessor fixed his salary at $1,800 per year.

I then received the impression that Mr. Evarts thought the salary sufficient for the period of organization, and that it might be increased with the increase of business.

There have been periods when Mr. Bartlett's duties have been constant and severe, and I anticipate that after the 1st of October next he will be required to labor very assiduously.

Under these circumstances, I most respectfully recommend an addition of $700 to his salary. I have been informed that the short-hand writers employed by other similar commissions are paid at the rate of $2,500 per annum.

With great respect,

GEORGE S. BOUTWELL.

No. 91.

Mr. Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, September 16, 1882.

SIR: I have to acknowledge the receipt of your letter of the 2d instant, in which you state that the compensation of $1,800 per annum now received by your official stenographer, Mr. E. C. Bartlett, will be inadequate for the future, in view of the fact that after the first of next month a large additional amount of labor will be devolved upon him; and you therefore recommend that an addition of $700 per annum be made to Mr. Bartlett's salary, thereby raising his compensation to $2,500 per annum.

In reply I have to inform you that the Department regards the additional compensation asked for on behalf of Mr. Bartlett as just and reasonable for the character of the services required from him, and I therefore hereby make the additional allowance asked for, to take effect from and after the 1st day of October, 1882.

I am, &c.,

JOHN DAVIS,
Acting Secretary.

No. 92.

Mr. Boutwell to Mr. Davis.

WASHINGTON, *November* 15, 1882.

SIR: I have the honor to inclose herewith for your information a copy of a communication bearing date November 1, 1882, received by me from the agent of the French Republic, repeating the demand heretofore made

that the agent and counsel on the part of the United States should withdraw from the French and American Claims Commission the memorial of Isaac Taylor *v.* The Republic of France, No. 1. I have not replied to the communication, and I shall await the instructions of the Department of State.

I am, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

WASHINGTON, *le 1er, novembre*, 1882.

MONSIEUR L'AGENT: Le 23 juin dernier j'ai eu l'honneur de vous adresser la lettre suivante:

WASHINGTON *le 23 juin* 1882.

MONSIEUR L'AGENT: Par votre lettre du 20 de ce mois, vous avez appelé mon attention sur votre communication, du 17, fevrier dernier, relative à certaines réclamations françaises dont vous m'avez demandé le'retrait comme tombant sous l'application l'une certaine entente intervenue entre le' deux Gouvernements en décembre dernier au sujet de l'Art. II, du traité de 1880, et vous ai pas encore fait connaître les conclusions auxquelles j'aurais été amené concernant soit le retrait des dites réclamations soit leur maintien sur les rôles de la Commission.

J'ai l'honneur de vous informer que j'ai déjà examiné avec soin les dossiers relatifs à chacune de ces réclamations et y ai recherché les raisons sur lesquelles vous appuyez votre demande de retrait, comme, aussi, les preuves qui me sont nécessaires pour mettre à l'abri ma responsabilité.

Toutefois, monsieur l'agent, avant de vous faire connaître le résultat de cet examen, je dois appeler votre attention sur un passage de votre lettre du 7 mars 1882, où vous inférez que le retrait par vous de la réclamation Taylor (objet de l'entente précitée entre les deux Gouvernements), est subordonné au retrait, par moi, des réclamations françaises dont vous m'avez fourni la liste.

Ainsi que j'ai eu l'honneur de vous le déclarer par ma lettre du 10 mars dernier, c'est là une sorte de compromis qui ne peut être admis par moi, l'entente intervenue entre les deux Gouvernements le 17 décembre dernier ayant pour effet immédiat le retrait de la réclamation Taylor précitée.

Pour éviter donc tout malentendu ultérieur, je dois, M. l'agent, avant de vous faire part du résultat de mes investigations personnelles au sujet des réclamations françaises en question, vous demander de vous conformer aux termes de la lettre du Secrétaire d'État au Ministre de France à Washington—lettre en date du 17 décembre 1881, et dont comme moi, vous avez reçu notification—et de retirer formellement et définitivement la réclamation Taylor No. 1, contre la République française.

Permettez-moi, monsieur l'agent, de vous faire remarquer que je n'ai pas encore reçu votre réponse à cette communication et d'ajouter que la durée de la Commission devenant de jour en jour plus restreinte, je vous serais très obligé de me faire parvenir cette réponse pour le 15 de ce mois.

Je suis, avec respect, monsieur l'agent, votre très obéissant serviteur,

E. GRIMAUD DE CAUX.

Hon. GEORGE S. BOUTWELL,
Agent et Conseil des États-Unis.

No. 93.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, November 20, 1882.

SIR: I have received your letter of the 27th June and November 15, with their several inclosures, embracing your correspondence with Mr. Grimaud de Caux in relation to claims of citizens of France against the United States, now pending before the Commission, which, in your

opinion, come within the rule of interpretation agreed upon between the two Governments in relation to the true meaning of Article II, of the convention of the 15th of January, 1880. In pursuance of the understanding thus arrived at, Mr. Secretary Blaine, on the 17th of December last, instructed you as follows in regard to the case of Isaac Taylor, a citizen of the United States of America, who is prosecuting a claim against France before the tribunal:

After careful consideration I have reached the conclusion that that claim, because of the antecedent proceedings by the competent authorities of France, of which it has been the subject, is not properly within the cognizance of the Commission.

Mr. Blaine stated in the same letter that he did not doubt but that a similar course would be pursued by the French Government with regard to any claims of French citizens against the United States coming within the same category. On the same day he informed Mr. Outrey of the conclusion thus reached and of the nature of the instructions which had been given to you. In his note to the French minister Mr. Blaine is equally careful, as in his instruction to you, to state that the understanding of this Government that the rule should be reciprocal in its application to cases then pending or that might thereafter be instituted. Referring to the motives that prompted this Government, he says:

That the French Government, animated by a like disposition, will pursue a similar course with regard to any claims presented for the consideration of the Commission on behalf of citizens of France against the United States which shall be found to have already been inquired into and decided, either diplomatically, judicially, or otherwise, by the competent authorities of the United States, I do not allow myself to doubt.

The two French cases (Nos. 18 and 28) which had been referred to by you in a previous letter to the Department were then considered as standing on the same ground as that of Isaac Taylor. Mr. Outrey, acknowledging this note on the 21st of the same month, says, in regard to the understanding being reciprocal:

I need not add that on our part we shall strictly observe, the case arising, the legal interpretation given by mutual consent to Article II of the convention of January 15, 1880.

It now appears from Mr. Grimaud de Caux's letter to you of the 23d ultimo that he, as the agent of the French Government, refuses to consider the question of the withdrawal of the French cases (Nos. 18 and 28) and others of a similar character, since brought to his notice by you, until you shall have first unconditionally withdrawn the case of Isaac Taylor. The correspondence on this point between this Department and the French legation at this capital, as well as that between the Department and yourself and also your letters to Mr. Grimaud de Caux, all show that the rule agreed upon was understood in the same sense by both Governments; that that understanding was acquiesced in by the representatives of the French Government, and that it is only on the 23d of June last, many months after the understanding was arrived at, that the agent of France before the tribunal advances the proposition that the rule is not to be taken as bilateral, and that, while the United States is to be strictly bound by that construction, it is to have no binding force on France. This view of the subject on the part of France appears to me unreasonable and unjust, and one that this Government cannot accept.

Mr. Blaine very properly contented himself with stating to you the general conclusion by the two Governments as to the intent and meaning of Article II of the convention, leaving to you, after such consul-

ation as you might deem it necessary to have with the agent for France before the Commission, the details essential to the withdrawal of the cases on either side that should be found to come within the rule of interpretation thus mutually agreed upon. It was supposed, however, that the Taylor case and the two French cases (18 and 28) then pending would be immediately withdrawn, and that all cases of a similar character following would be dealt with in the same manner. The view now presented by Mr. Grimaud de Caux vindicates the wisdom of your course in insisting upon the mutuality of the understanding arrived at by the two Governments in December last. When Mr. Grimaud de Caux shall be willing to withdraw the French cases referred to, you will of course consider yourself under instructions to withdraw the Isaac Taylor case. Unless you shall be able to arrive at an understanding with the French agent such as I have above indicated, you will allow the Taylor case to stand on the docket until you are further instructed.

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 94.

Mr. Boutwell to Mr. Davis.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, December 18, 1882.

SIR: I met the Committee on Appropriations of the Senate, and by them I am informed that an appropriation for the present year must be made in the deficiency bill now in the hands of the Committee on Appropriations of the House of Representatives.

Should the life of the Commission be extended beyond June next, the appropriation of $75,000 for the next fiscal year will be sufficient probably, as the business of taking testimony will then have been concluded.

At the commencement of the last session of Congress the Secretary of State, upon my suggestion, asked for an appropriation of $150,000 for the expenses of the Commission during the non-current fiscal year. At an interview I had with Mr. Hiscock, chairman of the committee on the part of the House, he said that he preferred to divide the appropriation and to supply any deficiency which there might be at the next session of Congress.

In my letter to the Secretary of State of the 4th instant, the present condition of the business of the Commission and the state of the appropriation were set forth, and a request made for an additional appropriation of $60,000.

Under these circumstances will you take the necessary steps to secure the attention of the Committee on Appropriations to the subject of this communication?

I am, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

No. 95.

Mr. Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, December 20, 1882.

SIR: Your letter of the 6th instant, inclosing copies of correspondence between yourself and Mr. Grimaud de Caux, agent of the French Republic, in relation to the claim of Isaac Taylor against France, has been received.

I am, &c.,

JOHN DAVIS,
Assistant Secretary.

No. 96.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, January 2, 1883.

SIR: I have to inform you that the supplementary convention extending the duration of the French and American Claims Commission, having been duly ratified by both Governments, the ratifications thereof were exchanged at this capital on the 29th ultimo. Printed copies of the document will be forwarded to you for your use in a few days.

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 97.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, January 10, 1883.

SIR: The financial condition of the French and American Claims Commission is such that I have had a conference with Mr. Hiscock, chairman of the Committee on Appropriations of the House, and I have also made a written communication to him, a copy of which I herewith inclose for your information.

The suspension of our business at the present time would be a serious loss not only in money but in the disturbance of the arrangements already made for taking testimony in France and the United States.

I am, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

Mr. Boutwell to Mr. Hiscock.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, January 10, 1883.

SIR: Since my conversation with you in regard to an appropriation for the support of the French and American Claims Commission for the current year, I have caused an examination to be made, and I find that our funds will be exhausted as early certainly as the 1st day of February next.

As we are now engaged taking testimony in various parts of this country and in Europe, and as we are acting under a peremptory order of the Commission to close our testimony by the 3d day of March next in all cases pending before the Commission, our expenses are necessarily large, and the suspension of our operations would add materially to the final cost.

The necessity, therefore, is very urgent for the passage of a deficiency appropriation between this date and the 1st of February next.

The suggestion that provision might be made in the diplomatic and consular bill by which the appropriation could be made available during the current year, seems to me, upon the whole, not to be a wise one.

It is not possible to complete the work of this Commission by the 1st of next July, and it is probable therefore that the two Governments will, by treaty, extend the life of the Commission, and, in that event, the appropriation for the next fiscal year will be needed.

If, however, the Commission should not be extended, that appropriation will of course fall.

GEO. S. BOUTWELL,
Agent and Counsel for United States.

No. 98.

Mr. Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, January 12, 1883.

SIR: I have to acknowledge the receipt of your letter of the 10th instant in relation to the financial condition of the French and American Claims Commission, and your official action in bringing the subject to the attention of the chairman of the Committee on Appropriations of the House of Representatives.

I am, &c.,

JOHN DAVIS.

No. 99.

Mr. Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, January 31, 1883.

SIR: I have to inform you that a dispatch has been received from Mr. Morton, the American minister at Paris, in which he states that on the 10th instant President Grévy promulgated the supplementary claims convention which was concluded at this capital on the 19th of July last.

I am, &c.,

JOHN DAVIS,
Acting Secretary.

No. 100.

Mr. Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, February 24, 1883.

SIR: I have to inform you that the Senate has consented to the ratification of the treaty extending the term of the French and American Claims Commission, subject to the following amendment, viz:

Article I, paragraph 3, after the word "death" at the end of line 2, insert the word *or*, and in lines 3 and 4 strike out the words "retirement or cessation of the functions."

I am, &c.,

JOHN DAVIS,
Assistant Secretary.

No. 101.

Mr. Davis to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, May 23, 1883.

SIR: Referring to previous correspondence in relation to the agreement made by the Governments of the United States and France in relation to the case of Taylor *v.* France and similar cases against the United States, I have the honor to inform you that, after a conference with Mr. Roustan, the minister of France at this capital, the following agreement has been reached.

The agent of the United States to withdraw the case of Taylor pursuant to the said agreement, whereupon, and at the same sitting of the commission, the agent of France is to withdraw the case of Payan and others against the United States, No. 28, and the third item of claim in the case of Perdreauville *v.* the United States, No. 18, being for the schooner Frederick the Second and cargo.

It is hoped that immediately thereafter you will confer with the French agent as to other cases involving the same principle, which, it is contended on the part of the United States, should be withdrawn under the agreement, when, should you be unable to come to an amicable conclusion, you are requested to inform this Department of the fact, together with the reasons advanced by you in support of this Government's position and counter-allegations on the part of Mr. Grimaud de Caux in each case, so that a further conference may be had between the Secretary of State and the French minister on the subject.

I am, &c.,

JOHN DAVIS,
Acting Secretary.

No. 102.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, June 15, 1883.

SIR: I have the honor to inclose herewith a copy of a letter addressed to me by Mr. Grimaud de Caux, agent for the Government of the Republic of France, in reply to a letter of mine of the 7th instant, of

which a copy was furnished to you, and all relating to certain cases against the United States pending before the French and American Claims Commission, and which, as maintained by me, should be withdrawn agreeably to the principle recognized by the representatives of the two Governments in the case of Isaac Taylor *v.* the Republic of France, No. 1.

Very respectfully, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

WASHINGTON, *le* 11 *juin* 1883.

MONSIEUR L'AGENT: J'ai l'honneur de vous accuser réception de votre lettre en date du 7 de ce mois, par laquelle vous m'informez que vous acceptez les conclusions spécifiées dans ma lettre du 2 courant, concernant une série de réclamations françaises—dont vous m'avez demandé le retrait par application de l'art. II du traité de 1880, tel qu'il a été interpreté par les deux Gouvernements le 17-21 décembre 1881—excepté en ce qui concerne les deux réclamations de J. Perrodin, No. 90, et de G. A. Le More, No. 211.

Pour la réclamation J. Perrodin, vous objectez que la partie maintenue par moi ayant été abandonnée par l'intéressé lors de l'instance devant la cour des claims, cet abandon équivaut à un règlement final.

Pour la réclamation G. A. Le More, vous contestez que la lettre de M. Seward du 19 août 1864 contienne aucune réserve au profit de ces réclamants, et vous ajoutez qu'en tout état de cause dans votre opinion tout engagement diplomatique serait nul et sans effet en présence des stipulations du traité de 1880.

Enfin, vous objectez aussi au dernier paragraphe de ma communication dont je reproduis les termes:

"Quant à ce qui concerne les retraits tant partiels que complets, que j'ai l'honneur de vous notifier, il demeure bien entendu que la mesure prise par l'agent du Gouvernement Français n'implique aucune expression d'opinion concernant la justice ou les mérites de l'objet de la réclamation, les droits que les réclamants croient avoir restant, aujourd'hui, ce qu'ils étaient avant la présentation de leur réclamation devant la Commission mixte."

Je regrette, Monsieur l'Agent, de ne pouvoir me ranger à votre avis, et je dois persister dans l'opinion que ces deux réclamations n'ont pas été *réglées* dans le sens donné, d'un commun accord, par les deux Gouvernements, à l'Article II du traité. Je ne puis, par conséquent, que vous confirmer les conclusions que j'ai déjà eu l'honneur de vous notifier par ma lettre du 2 juin courant.

Je dois aussi maintenir les réserves faites par moi concernant les retraits, partiels ou complets, don't vous avez reçu notification, vu que ces réserves sont expressément déterminés par l'entente diplomatique du 17-21 décembre 1881.

Je suis avec respect, Monsieur l'Agent, votre très obéissant serviteur,

E. GRIMAUD DE CAUX.

No. 103.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, June 19, 1883.

SIR: Acknowledging the receipt of your letter of the 15th instant, inclosing a copy of a communication addressed to you by Mr. Grimaud de Caux, agent of the French Government, in relation to certain cases pending before the French and American Claims Commission, and which, as maintained by you, should be withdrawn agreeably to the principle recognized by the representatives of the two countries in the case of Isaac Taylor *v.* The Republic of France, No. 1, I have to inform you that a proper communication will be made to the minister of the French Republic in pursuance of and in accordance with the agreement made with his predecessor.

I am, &c.,

FRED'K T. FRELINGHUYSEN.

No. 104.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, October 13, 1883.

SIR: The members of the French and American Claims Commission and the agents and counsel of the two Governments intend to dispose of the business pending before the Commission by the 1st day of April next as required by the treaty. There are now 229 cases which have not been briefed. The record in many of these cases is voluminous and the damages claimed are large. It will be proper for me at the close of the business of the Commission to prepare a full report of its doings. In this view of the work remaining to be done, I have the honor to ask for authority to employ a person competent to prepare briefs and to aid in such other work as may be essential. I take the liberty of suggesting $200 per month as a reasonable compensation for such service as I have indicated.

I am, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

No. 105.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, October 24, 1883.

SIR: I have the honor to transmit for your information a copy of a communication addressed to me by Mr. Grimaud de Caux, under date of October 3, in which he demands the withdrawal from the files of the French and American Claims Commission four cases, namely: The Arizona Mining Company against the Republic of France, No. 13; George Goodman against the Republic of France, No. 16; Willusstun and Dutton against the Republic of France, No. 17; and Humphrey E. Woodhouse against the Republic of France, No. 7. I also inclose herewith a copy of my reply.

Upon the receipt of the letter of Mr. de Caux, of the 3d of October, I invited Mr. Nathaniel Wilson, who is counsel in the first three cases named, to make such statements as he thought proper; and I have the honor to inclose herewith copies of two communications made by him to me upon the subject.

Very respectfully, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

WASHINGTON, *le* 3 *octobre* 1883.

MONSIEUR L'AGENT: Le Gouvernement de la République française et le Gouvernement des États-Unis étant tombés d'accord par deux ententes successives, en date l'une du 17-21 décembre 1881, l'autre du 24 mai 1883, sur l'interprétation de la partie de l'art. II du traité de 1880, établissant que la Commission Mixte n'aurait aucune juridiction sur toute réclamation qui aurait été réglé judiciairement, diplomatiquement ou autrement par une autorité compétente, vous avez, recemment, effectué définitivement le retrait de la réclamation Isaac Taylor, No. 1, contre la République Française

et j'ai, de mon côté, effectué le retrait total des réclamations No. 28, No. 365 et No. 674 contre les États-Unis et le retrait partiel des réclamations, aussi contre les États-Unis, No. 18 et No. 91.

Par application des mêmes règles, j'ai l'honneur, Monsieur l'Agent, d'appeler votre attention sur les quatre réclamations suivantes, auxquelles la même mesure me paraît incontestablement être applicable et dont, par suite, je demande le retrait:

1. Arizona Mining Co., No. 13.
2. G. Goodrum, No. 16.
3. W. Willustun & Dutton, No. 17.

(Saisie du navire "Richardson" par le "Diamant" en 1864; ces trois réclamations, portant sur la même affaire, ont été consolidées, No. 13 page 105.)

4. H. Woodhouse, No. 7.

Saisie du "Milo" par le "Magellan" en 1863.

Dans les réclamations No. 13–16 et 17, il ne m'est pas possible de produire une copie certifiée du jugement du Conseil des Prises relatif au navire "Richardson," les archives du Conseil d'État ayant été brulées à Paris en 1871.

Cette pièce est remplacée par une déclaration *ad hoc* de M. le Ministre de la Marine et des Colonies résumant le cas du Richardson (page 107, No. 13).

La réclamation No. 7 a été réglée par un jugement du Conseil des Prises en date du 8 juillet 1864. Une copie authentique de cette pièce se trouve au dossier de ladite réclamation, page 40.

Je suis avec respect, etc.,

E. GRIMAUD DE CAUX.

Hon. GEO. S. BOUTWELL,
Agent et Conseil des États-Unis.

Mr. Boutwell to Mr. de Caux.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, October 24, 1883.

SIR: Since the receipt of your communication of the 3d of October, in which you demand the withdrawal of certain cases now pending before the French and American Claims Commission, namely: The Arizona Mining Company against the Republic of France, No. 13; George Goorum against the Republic of France, No. 16; Willustum and Dutton against the Republic of France, No. 17; and Humphrey E. Woodhouse against the Republic of France, No. 7.

I have examinations of the cases named, respectively, and I am now able to give you my conclusions.

It appears from the record that in the case of Woodhouse *v.* The French Republic, No. 7, there was never a decision of a prize court which in any manner touches the subject-matter of the claim set forth in the memorial. If I accept the record as containing a truthful statement of the events as they occurred, it appears therefrom that the vessel called the Milo had on board at the time of her seizure certain articles which were claimed to be contraband of war; and that the vessel and cargo were seized by the French man-of-war Magellan and taken to the port of Vera Cruz, where a portion of the cargo was condemned. It appears also that a partial payment was made to one José Vizcaya for that portion of the cargo which was adjudged to be free, while the articles deemed to be contraband of war were confiscated. The record does not show that any proceedings were had against the vessel, and after a period of detention at Vera Cruz she was permitted to return to Matamoros, the port of original destination, with a portion of her cargo on board.

The claim is for loss upon the merchandise, for provisions and equipments needed upon the voyage from Vera Cruz to Matamoros, for injury to the vessel, and for loss of freight-money due to the detention.

Upon this state of facts I am of the opinion that the case of Woodhouse against the Republic of France does not come within the rule adopted in the case of Taylor against the Republic of France, No. 1. I decline, therefore, to withdraw the case of Woodhouse.

As to the other three cases, it is to be said that I have not satisfied myself that they do not fall within the rule established in the case of Taylor, although it is possible that a more careful examination of the records will furnish grounds for distinguishing these cases from the Taylor case. It is known to you that case No. 211 (Le More *v.* The United States) has been made the subject of diplomatic action, and I shall delay a definite reply to your demand in cases Nos. 13, 16, and 17, against France, until I receive specific instructions from the Department of State, or information as to the decision finally had in the case of Le More.

Very respectfully,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

WASHINGTON, D. C., *October*, 1883.

SIR: Referring to the cases of Goodrum *v.* France, and Willustrum and Dutton *v.* France, Nos. 16 and 17, mentioned in your letter of the 5th instant, I have to state they are claims for the illegal detention of the schooner Richardson.

They do not come within any possible rule of interpretation of article 11 of the treaty.

They have never been passed upon or determined by any prize or other tribunal.

I respectfully protest against their withdrawal, and refer you, for additional grounds of protest, to a letter of this date in relation to the claim of the Arizona Mining Company.

Very respectfully, &c.,

NATH'L WILSON.

Hon. GEORGE S. BOUTWELL,
Agent and Counsel.

WASHINGTON, D. C., *October*, 1883.

SIR: We have your letter of the 5th instant, in which you state that you have received from the agent of the French Government a communication, under date of the 3d of October, in which he claims that the case of the Arizona Mining Company *v.* The French Republic, falls under the rule of interpretation adopted by the two Governments in the case of Isaac Taylor *v.* The French Republic No. 1.

On referring to the letter of the agent of the French Republic, which you have kindly allowed us to inspect, we observe that it is claimed that all cases of alleged illegal captures of American vessels and cargoes on the high seas by French naval forces, whenever a decree has been entered by a French prize court, are excluded from the jurisdiction of the Mixed Commission, and cannot be inquired into.

This exclusion results, it is said, from the rule of interpretation adopted by the two Governments with reference to the second article of the treaty of June 25, 1880, which excepts such claims "as have been already diplomatically, judicially, or otherwise by *competent authority* heretofore disposed of by either Government."

You are, therefore, asked to withdraw the case of the Arizona Mining Company, because it appears, from the letter of the minister of marine of the French Republic, that the powder which is the subject of this claim, and which was taken from on board an American vessel, on the high seas while on its way from one port in the United States to another port in the United States, was condemned by a French prize court.

The record of the proceedings in prize is said to have been burned.

We have no information, except that contained in the agent's letter, of the action taken by the two Governments in relation to cases before the Commission.

It appears to us, however, quite incredible that the Government of the United States has admitted, or can admit, that a French prize court is a "competent authority" to determine finally questions relating to the sovereignty of the ocean and the rights of American citizens to navigate the high seas in vessels carrying the American flag.

Such an admission would be wholly inconsistent with the principles of public law and the rights of neutrals of which the United States has always been a conspicuous advocate and would give to the adjudications of the prize courts of a belligerent, consequences which the United States has uniformly denied to them.

By no nation has the doctrine that the definitive sentence of the prize courts of a belligerent state is conclusive of nothing save the question of property and that of national responsibility for the capture been more earnestly and more frequently maintained than by the United States. No other nation has more repeatedly enforced that doctrine against belligerent nations. It is indeed one of the cardinal doctrines of the American theory of neutral rights.

In the present instance, as is shown by the diplomatic correspondence referred to in the brief already filed, the Government of the United States, through its chief executive officer and in its communication with the French Government, declared the injury to the claimant to be a spoliation committed on the high seas in the exercise of a belligerent power against Mexico, and full indemnity was asked upon the ground that the United States could not allow the exercise of belligerent rights which interfered with the perfect freedom of trade between her own ports.

On the part of the French Government the doctrines contended for by the United States was not disputed, nor was liability denied. The final consideration of the claim was postponed to await the organization of a Mixed Commission, on the suggestion of the French minister of foreign affairs.

When the Commission was organized the claim was presented to it in obedience to the requirements, as it was understood, of the Government of the United States.

It was prepared for hearing and decision by great labor and at great expense.

We respectfully and earnestly protest against its being now withdrawn from the consideration of the Commission.

If, however, for reasons satisfactory to it, the Government concludes that it is proper or expedient to withdraw the case, we shall claim, with obvious justice, and we now give notice of our claim, that the Government of the United States will itself become chargeable with the obligations and duty of indemnifying the claimant company for losses which have been occasioned by the spoliation of its property by the naval forces of the French Republic.

Very respectfully,

S. S. COX,
NATH'L WILSON.
Attorneys for Claimant.

Hon. GEORGE S. BOUTWELL,
Agent and Counsel, Washington.

No. 106.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, November 8, 1883.

SIR: Your letter of the 24th ultimo, in relation to certain claims before the Commission which Mr. Grimaud de Caux, the counsel for France, desires should be withdrawn has been received.

Your course in regard to the matter is in accord with the views of the Department and meets with unqualified approval.

I am, &c.,

FRED'K T. FRELINGHUYSEN.

No. 107.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, November 16, 1883.

SIR: At the public meeting of the Commission this morning I entered a motion for further time within which to file a brief in the case of G. A. Le More & Co. *vs.* The United States, No. 211, and assigned as a reason that the claim set forth in the memorial in this case had been made the subject of diplomatic correspondence between the Secretary of State of the United States and the representative of the French Republic at Washington, and that I had not been advised of the result.

The Marquis de Chambrun, in reply, stated that the French minister had declined definitely to withdraw the case, and upon that statement he urged the Commission to make an order requiring me to file a brief within a specified time.

In answer to the Marquis, I stated that I had no knowledge as to the result of the negotiations, and that in asking for time I could not pledge myself that within that time I should be so situated as to file a brief, inasmuch as I considered myself subject to instructions that I might receive from the honorable the Secretary of State of the United States.

The Commission took the motion under advisement.

In the mean time I should be glad to receive any instructions or suggestions which will enable me to so act as to avoid any conflict with the Commission in regard to the preparation of a brief.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

No. 108.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, December 21, 1883.

SIR: At a meeting of the Commission, held on the 15th inst., an order was adopted requiring the counsel for the United States to file a brief in the case of G. A. Le More & Co. *v.* The United States, No. 211, on or before Wednesday the 19th of December, 1883.

Having in mind the instructions contained in your letter to me of the 22d day of last month, I requested Baron de Arinos to call a meeting of the Commission, the proceedings of which were to be private and confidential.

Agreeably to my request, a meeting was called by the Baron, which was held at the office of the Commission on Wednesday last at 10 o'clock.

At that meeting the agent and counsel for the French Government were present.

I stated to the Commission that my object in asking for a meeting was to secure for myself an opportunity to lay before the Commissioners my reasons for not observing their order in the matter of filing a brief in the case of G. A. Le More & Co. The counsel for the French Government objected to the proceeding, and a conversation followed, a report of which is herewith transmitted for your information. At the end, the Commission decided (the Commissioner for the Republic of France objecting) that the letters to which reference had been made (being my letter to you of the 16th of November last and your reply of the 22d of that month) should be read. At the conclusion of the reading the agent and counsel for the French Republic, and the counsel for the United States, left the room of the Commission, and afterwards I received an order, a copy of which is herewith inclosed, together with the protest of the Commissioner for the Republic of France. By that order I am allowed "till the 28th of December to file" a brief.

From the course of proceedings, and from the knowledge I have of existing circumstances, I am of opinion that the Commission will take and exercise jurisdiction over the case of G. A. Le More & Co., whether a brief is or is not filed by the 28th day of the present month.

Unless I receive further and different instructions I shall assume that the direction contained in your letter of 22d of last month is to be observed.

Yours, &c.,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 109.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, December 27, 1883.

SIR: I am in receipt of your letter of the 21st instant, in which you state that on the 15th instant an order was adopted requiring you to file a brief in the case of G. A. Le More and Company *v.* The United

States, No. 211, on or before the 19th of December; and that on the latter date, you were given until the 28th of the same month to file the brief; and you close by stating that unless you receive further and different instructions, you will assume that the direction given in my letter of the 22d November is to be observed.

That letter instructed you as to the Le More claim, that pursuant to the agreement between the two Governments in accordance with which the Taylor case was withdrawn, it is not within the province of the Commission now to consider this claim, as diplomatic negotiations between the two Governments are still pending, and that if it be found necessary you were to inform the Commission of this fact, and decline to proceed in the case until further instructed.

Those instructions are now repeated, and should the Commission, in spite of the fact that negotiations relating to their jurisdiction over this claim are still pending, insist upon its consideration, you will decline now to take any part in the case and will formally protest on the part of this Government against any action by the Commissioners.

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 110.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, D. C., January 8, 1884.

SIR: At the session of the French and American Claims Commission, held January 7, Marquis de Chambrun read a paper, of which I inclose a copy.

The original was left with the Commission, but no remark was made thereon by any member of the Commission, and I thought it expedient to abstain from any observation on my part.

Very respectfully, &c.,

GEO. S. BOUTWELL,
Agent and Counsel on the part of the United States.

I am directed by the French Government to state that it has decided that the case G. A. Le More & Co., No. 211 was submitted to the Commission for final action, and that it is opposed to any further diplomatic discussion.

This decision was reached at a date subsequent to the answer made by the French Minister of Foreign Affairs to Mr. Morton, United States Minister at Paris, and it was communicated to the representative of the French Government at Washington on the 29th of December, 1883.

No. 111.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, January 18, 1884.

SIR: At the meeting of the French and American Claims Commission, held the 15th day of the present month, an order was adopted directing the counsel for the respective governments to present oral arguments in four cases against the Republic of France, namely, Woodhouse *v.* France, No. 7; Goodrum *v.* France, No. 16; Willustun *et al v.* France, No. 17; Arizona Mining Company *v.* France, No. 13.

As introductory to the suggestion I have the honor to make concerning the order of the Commission, I call your attention to a copy of a letter addressed by me to Mr. Grimaud de Caux, under date of the 24th day of October, 1883, in relation to the said claims. That letter is a reply to the demand made upon me by the agent for the French Republic that the cases referred to should be withdrawn in accordance with the principle laid down in the correspondence touching the case of Isaac Taylor *v.* the Republic of France.

It is intimated in the last paragraph but one of my reply that three of the cases named may fall by classification under the lead of the Isaac Taylor case, and I have no doubt that they should be so classified.

It occurs to me that, if I consent to and take part in the oral argument, my action may be construed by the agent and counsel for France into an admission that I have waived the objections heretofore made to the consideration of similar cases against the United States, and my action may be made use of to sustain the position of the French Government in regard to the case of Le More, No. 211.

It will be agreeable to me to receive your suggestions or instructions in regard to my course concerning an oral argument.

Very respectfully, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

Mr. Boutwell to Monsieur Grimaud de Caux.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, October 24, 1883.

SIR: Since the receipt of your communication of the 3d of October, in which you demand the withdrawal of certain cases now pending before the French and American Claims Commission, namely, The Arizona Mining Company against the Republic of France, No. 13; Willuston & Dutton against the Republic of France, No. 17; and Humphrey E. Woodhouse against the Republic of France, No. 7, I have made examination of the cases named, respectively, and am now able to give you my conclusions.

It appears from the record that in the case of Woodhouse v. The French Republic, No. 7, there never was a decision of a prize court which in any manner touches the subject-matter of the claim set forth in the memorial. If I accept the record as containing a truthful statement of the events as they occurred, it appears, therefrom, that the vessel called the Milo had on board at the time of her seizure certain articles which were claimed to be contraband of war, and certain other articles which were not contraband of war; and that the vessel and cargo were seized by the French man-of-war Magellan and taken to the port of Vera Cruz, where a portion of the cargo was condemned. It appears also that a partial payment was made to one José Vizcaya for that portion of the cargo which was adjudged to be free, while the articles deemed to be contraband of war were confiscated. The record does not show that any pro-

ceedings were had against the vessel, and after a period of detention at Vera Cruz she was permitted to return to Matamoros, the port of original destination, with a portion of her cargo on board

The claim is for loss upon the merchandise, for provisions and equipment needed upon the voyage from Vera Cruz to Matamoros, for injury to the vessel, and for loss of freight money due to the detention.

Upon this state of facts I am of the opinion that the case of Woodhouse against the Republic of France does not come within the rule adopted in the case of Taylor against the Republic of France, No. 1. I decline, therefore, to withdraw the case of Woodhouse.

As to the other three cases, it is to be said that I have not yet satisfied myself that they do not fall within the rule established in the case of Taylor, although it is possible that a more careful examination of the records will furnish grounds for distinguishing these cases from the Taylor case.

It is known to you that case No. 211, Le More v. The United States, has been made the subject of diplomatic action, and I shall delay a definite reply to your demand in cases Nos. 13, 16, and 17 against France until I receive specific instructions from the Department of State, or information as to the decision finally had in the case of Le More.

Very respectfully,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 112.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, January 21, 1884.

SIR: I am in receipt of your letter of the 18th instant, in which you state that the French and American Commission has directed argument in four cases against the French Republic, which the agent of the Government has heretofore requested you to withdraw as embraced within the Taylor agreement; and you add that you have no doubt that three of them fall within that class. You intimate that should you agree on these cases, your action may be construed into an admission that you have waived the objections heretofore made to the consideration of similar cases against the United States, and that your action may be made use of to sustain the position of the French Government in regard to the case of Le More, No. 211, and you request instructions as to your course. You inclose a copy of your letter to Mr. Grimaud de Caux of October 24th last, in response to a request to withdraw these claims.

The four cases are those of Woodhouse, No. 7, the Arizona Mining Company, No. 13, George Goodrum, No. 16, and Willuston and Dalton, No. 17, all against the Republic of France. The case of Woodhouse, No. 7, is not of importance in this connection, as you definitely declined to withdraw it, and no appeal has been taken from that decision through the French minister to this Department. As to the other three cases, you informed Mr. Grimaud de Caux that you had not satisfied yourself that they do not fall within the excluding rule, "although it is possible that a more careful examination of the records will furnish grounds for distinguishing these cases from the Taylor case. The negotiations and agreement in the Taylor case are so well known to you that a short reference to them is sufficient to show the grounds upon which your action should be based. The second article of the treaty of January, 1880, establishing the commission, expressly excepts from its jurisdiction all claims which had heretofore been diplomatically, judicially, or otherwise by competent authorities disposed of by either Government."

Mr. Isaac Taylor filed a claim against the Republic of France for the loss of a cargo of petroleum seized during the Franco-German war by a French cruiser, and condemned by a French prize court, which condemnation was affirmed upon appeal. Thereupon Mr. Outrey, then minister from France in Washington, requested of my predecessor, Mr. Blaine, that he direct you to withdraw the case, as clearly without the jurisdiction of the Commission and as not one of the claims which the two Governments had agreed to submit to it for adjudication, it having been judicially disposed of by a competent tribunal prior to the conclusion of the treaty. To this Mr. Blaine assented, and you were informed of the fact, although directions to withdraw the case were not at that time in terms given to you.

The authority for this action is found in article 5 of the treaty, which provides that each Government may name an agent to present and support claims on its behalf, and is one habitually used for diplomatic cases are presented as Government, not individual claims. The rights of the individual are not against the foreign, but against his own Government, of which he may demand protection and of which he should obtain redress, if any be due him. All Governments, however, have the right and, in fact, the duty is imposed upon them of urging diplomatically only such claims as may seem to them just, or whose presentation the political situation and the good of the nation may authorize. The moment a claim is diplomatically presented it becomes a governmental and not an individual matter, and all the power and discretion as to action upon it rests in the hands of the proper authorities.

The agreement between Mr. Blaine and Mr. Outrey was coupled with a specific statement that the Taylor case is not diplomatically prejudiced by withdrawal from this Commission, and with a further agreement to withdraw all claims against the United States similar to it. The agreement, therefore, amounts merely to a decision that this class of cases was not intended by the two Governments to be submitted to this Commission for adjudication, and involves no decision as to the validity of the claims in themselves.

The matter was brought to my attention by Mr. Roustan, who had succeeded Mr. Outrey, and I thereupon directed you to carry out the agreement by withdrawing the Taylor case, which you did. Previous to this, however, you had submitted several cases against the United States to this Department, which, in your opinion, fell within the agreement, and the French Minister was requested to withdraw them, he suggested as the most convenient mode of handling these claims, that you and the French agent should endeavor to come to an agreement, failing which recourse could be had to this Department on the one side, and the French minister on the other.

Pursuant to this plan several cases have been withdrawn, and the only serious divergence of opinion has arisen in the case of Le More, which appears to this Government to fall most distinctly within the rule. During the initial decision Mr. Outrey strongly urged the lack of power in the Commission to decide upon its jurisdiction in these cases. In his note of November 18, 1881, to Mr. Blaine, he used the following language:

> In investing the Commission with absolute powers, and in according to its decisions a character of finality from which there is no appeal, the two Governments intended that those powers should be exercised only within the rigorous limits fixed by them, and they have never dreamed of authorizing the Commissioners to enlarge their sphere of action by leaving the interpretation of the clauses of the treaty to them.

And I am informed that in conversation he absolutely declined to allow the decision of the French prize court to be examined by the Commission. In my conversation with Mr. Roustan in regard to the withdrawal of the Taylor case, during which we discussed the withdrawal of several cases against the United States, which seemed to be similar in principle, I suggested that it would be convenient to refer the whole matter to the Commission upon an understanding that a decision should be made upon the question of jurisdiction separate and apart from the merits of the several cases. To this Mr. Roustan did not assent, preferring that this power should be retained by the diplomatic branches of the two Governments.

The matter, therefore, stands as follows: Should the agent of one of the Governments hold that a claim against it has been finally disposed of by competent authority, he will so inform his colleague and request its withdrawal. Should this be declined, he will communicate with his Government through the proper officer, and should his views be sustained, the case will be brought to the attention of the claiming Government, with a request for withdrawal.

The initiative, therefore, always rests with the Government against whom the claim is brought. You have not assented to the withdrawal of the three cases—of the Arizona Mining Company, George Goodrum and Willuston, and Dutton; and while you have not declined to withdraw them, the French agent is fully informed of your position by your letter to him of October 24, 1883. If, therefore, the Commission forces them to argument it is for your colleague to object, and I cannot see that your assent to argue the cases can commit this Government as against that of France.

Another point is raised, however, by the statement that in your opinion the three cases fall within the excepting clause of the treaty. Not having the record before me, I cannot, of course, say whether in my opinion your conclusion is correct. Admitting it to be so, international fidelity will require a withdrawal of the cases, although this need not necessarily take place immediately, nor need it take place at all should the French agent agree to allow them to proceed. I should have no difficulty in the matter were it not for the action of the Government in the case of Le More (211); that case clearly falls within the excepting clause, and yet Mr. Ferry, in answer to a request for its withdrawal, suggests a reference of the question of jurisdiction to the Commission. As this position is exactly the opposite of that taken by the French Government heretofore, I am at a loss to understand it, and I await an answer to my communication on the subject. Under these circumstances you may go on with the argument in these three cases; but that our position may be clearly understood, you will preface your argument by a statement that you proceed without prejudice to any negotiations between the two Governments in the case of Le More (211), and without admitting in any manner the jurisdiction of the former over it.

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 113.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, January 24, 1884.

SIR: At the session of the French and American Claims Commission yesterday, when the cases of the Arizona Mining Company against the Republic of France, No. 13; George Goodrum against the Republic of France, No. 16; and Willuston and Dutton, executors, against the Republic of France, No. 17, were called for argument, I submitted a statement accompanied with a protest, agreeably to the instructions contained in your letter of the 21st instant.

Mr. de Caux, the agent of the Republic of France, presented a statement in reply.

Copies of these papers, marked, respectively, A and B, are herewith transmitted for your information.

I have, &c.,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

A.

FRENCH AND AMERICAN CLAIMS COMMISSION,
Washington, D. C., January 23, 1884.

Before proceeding with the argument in the case of the Arizona Mining Company *v.* The Republic of France, No. 13; the case of George Goodrum *v.* The Republic of France, No. 16; and the case of Willuston *et al.*, executors, *v.* The Republic of France, No. 17, I submit to this honorable Commission a statement of certain proceedings already had in reference to said cases, and of the position occupied by the agent and counsel for the Government of the United States in reference thereto.

Under date of the 3d of October, 1883, I received from Mr. Grimaud de Caux, agent for the French Republic, a communication in which he demanded the withdrawal by me from the jurisdiction of the Commission of the three cases above named, and also the case of Humphrey E. Woodhouse *v.* The Republic of France, No. 7, and upon the ground that they were within the rule adopted in the case of Isaac Taylor *v.* The Republic of France, No. 1.

In reply to the demand thus made by Mr. de Caux I answered, under date of the 24th of October, 1883, that it was clear from the record that the case of Woodhouse *v.* The French Republic, No. 7, did not fall under the rule adopted in the case of Isaac Taylor, and I therefore declined peremptorily to withdraw that claim. As to the other three cases, I said that I had not satisfied myself that they did not fall within the rule established in the case of Taylor, although it was possible that a more careful examination of the records would furnish grounds for distinguishing those three cases from the Taylor case. I also said, in reply, that it was known to Mr. de Caux that case No. 211, Le More *v.* The United States, had been made a subject of diplomatic action, and I announced to him that I delayed a definite reply to his demand in cases Nos. 13, 16, and 17, against France until I received specific instructions from the Department of State, or further information as to the decision finally had in the case of Le More.

The three cases last mentioned having been set for oral argument upon notice entered by the counsel for the French Republic, the agent and counsel for the United States assumes that the agent for the French Republic has waived, or now waives, his demand for the withdrawal of the said cases from the jurisdiction of the Commission, and that the question of jurisdiction, as presented in the communication of Mr. de Caux of the 3d of October, 1883, is not to be raised in argument.

In this view of the situation, and under these circumstances, the counsel for the United States will take part in the argument of these three cases; but upon the express declaration that his action in this respect is without prejudice to any negotiations that have been, or may be, had by the two Governments in the case of Le More *v.* The United States, No. 211, and the protests that no inference is to be drawn from this action in support of any claim that may be made that this Commission has jurisdiction over the said case of Le More.

B.

STATEMENT.

In reference to cases Nos. 13, 16, and 17, mentioned in a statement just read to the Commission, the agent for the United States in his letter of October 24, 1883, to the agent for the French Republic stated that he would delay a definite answer concerning said cases until he would receive specific instructions or information as to the decision finally had in the case of G. A. Le More r. The United States, No. 211.

The reply of the agent for the French Republic, under date of October 25, 1883, has been, in substance, that he would wait until a more definite answer would be received by him from the agent of the United States.

The matter between the two agents rests there, and the question of waiving of the demand of withdrawal of the cases Nos. 13, 16, and 17 has not been entertained by the agent for the French Republic.

No. 114.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, February 7, 1884.

SIR: I transmit to you herewith, for your information, a copy of a despatch to this Department from Mr. Morton, the American minister at Paris, concerning the Le More case.

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 478.] LEGATION OF THE UNITED STATES,
Paris, January 15, 1884.

SIR: Your telegrams of the 9th and 11th instant in relation to the Lemore case were duly received, and communicated at once to Mr. Jules Ferry.

My telegram of the 14th instant gave you the substance of the answer which Mr. Ferry proposed to make. This answer was received this morning, a copy and translation of which, with copies of my telegram, my notes to Mr. Ferry and of your two telegrams I inclose herewith.

I will add confidentially that although the French Government has never made directly, or even indirectly, any complaint as to the operations of the Commission, I have reason to believe that it has given it very little satisfaction.

The French Government did not expect that the proceedings of the Commission would be so elaborate and attended with such expenses and costs for the claimants. They were under the impression, it seems, that its judgments would be rendered more in equity than in law, and that each claim would be promptly and fairly disposed of without involving long and costly pleadings and charges. If I have well understood intimations made I must say, in a very discreet manner, the French foreign office fears that when the results obtained by submitting the French claims to this Commission will be officially reported to the chambers, a great feeling of dissatisfaction will prevail. They ascribe this, I am informed, to the great influence of Mr. Boutwell, who they say carries everything his own way, and upon whom they look as too keen a lawyer, one whose high position overshades the plain and simple minded representatives of the French Government near the Commission.

I have, &c.,

LEVI P. MORTON.

Mr. FRED'K T. FRELINGHUYSEN.

Copy of a note from Mr. Morton to Mr. Jules Ferry.

LEGATION OF THE UNITED STATES,
Paris, January 9, 1884.

SIR: I have the honor to submit herewith a copy and translation of a telegram received this morning from my Government in relation to the case of Le More which was the object of my verbal note of the 22d ultimo to your excellency, and of your reply of the 27th.

It seems that this case was not tried on the 25th as you supposed it would be, and that it is still pending before the Franco-American Commission.

Mr. Frelinghuysen instructs me to again request the suspension of the trial previously applied for and remarks that on a preceding occasion your Government made a similar request which was promptly complied with. As on this occasion it was not deemed that the Commission had authority to decide upon the application of Article 2, it is expected that the same ruling will be adhered to now and that a reasonable time will be allowed for negotiation between the two Governments as to the applicability of this article to the present case.

I avail myself, &c.,

L. P. MORTON.

Copy of a note from Mr. Morton to Mr. Jules Ferry.

LEGATION OF THE UNITED STATES,
Paris, January 12, 1884.

SIR: I have the honor to send herewith a copy and translation of a telegram which I have received this morning from Mr. Frelinghuysen, in relation to the Le More case.

I cannot add anything to the statement so clearly made by Mr. Frelinghuysen in this telegram; the position he has taken does not need to be supported by argument, and I trust your excellency will not hesitate to meet his request with your accustomed friendly disposition, which is so cordially reciprocated by my Government.

I avail myself of this occasion to renew, &c.,

L. P. MORTON.

His Excellency Mr. JULES FERRY,
President of the Council Minister of Foreign Affairs, Paris.

Translation of Mr. Ferry's note to Mr. Morton.

PARIS, *January* 14, 1884.

SIR: On the 9th and 12th of this month you were good enough to communicate to me two further telegrams from Mr. Frelinghuysen, relative to the claim brought by Mr. Le More against the Government of the United States. The Secretary of State insists upon a postponement of this case until such time as the two Governments might come to an understanding. He recalls that upon a previous similar occasion the Government of the United States consented to the withdrawal of the Taylor claim, thus concurring in the opinion of the French Government, which refused the Commission the faculty of deciding with reference to the application of article 2 of the treaty of 1880.

We can but admit that in the case of the Taylor claim, we thought fit to insist that the American Government should itself enforce article 2 of the treaty by withdrawing a claim which was evidently contrary to the provisions of the said article. Following the same doctrine, we have on our side withdrawn previous to any decision of the commission the Cayan, Laplace, and Laplante claims, and in part the Perdreanville and Perrodin claims, which in the opinion of the Washington cabinet, as in ours, did not come within the conditions prescribed by the treaty, but in both cases, if the two Governments, had not succeeded in coming to an understanding upon the interlocutory question, the settlement of the same would necessarily have been left to the commission itself.

Such is precisely the position in which the two Governments are respectively placed at the present time with reference to the Le More claim. The observations made by the Government of the United States have not dispelled the doubts that, in our view, exist upon the point as to whether this claim should be considered as having been previously decided by competent authorities.

Hence it appears to us impossible to deprive our compatriot of the last resource left open to him.

At the end of the telegram annexed to your letter of the 12th January, Mr. Frelinghuysen alludes to the diplomatic negotiations bearing upon the Le More claim

previously to 1880. Our legation at Washington has in fact not ceased to endeavor to obtain a settlement, never having admitted that the question could be considered as having been finally determined upon by competent authorities; and if all more the proceedings taken were interrupted from 1880, it is precisely because, in our view, the Commission constituted by the treaty of that same year was to be called upon to decide the question with reference to which the Government had been unable to come to an understanding.

In this position we cannot see the utility of the adjournment requested by the Washington cabinet, since the controversy may be considered as exhausted after the negotiations which took place between the two Governments upon the subject-matter. A further postponement would have no other object than to prolong still more the period of work of the Commission, to the prejudice of the interests of the claimants.

Mr. Roustan must have informed Mr. Frelinghuysen directly of the motives which do not permit us to concur in the opinion expressed by the United States Government in this instance, and which determine us to leave to the Commission the case of finally appreciating, according to article 2 of the treaty of 1880, whether the claim combines the necessary conditions to be decided upon its merits.

Receive, &c.,

JULES FERRY.

Mr. MORTON,
Minister of the United States, Paris.

Copy of a telegram from Mr. Frelinghuysen to Mr. Morton.

WASHINGTON, *January* 9.

MORTON, *Minister, Paris:*

Mr. Ferry's letter to you of 27th December, received from French minister, lacking assent of both Governments, the French Commission decided to go on with Le More case. It was to obtain this very consent for delay that the telegram of December 2 was sent you. This Government assented immediately to a similar request of the French Government in the case of Taylor and Chousseau. In the Taylor case the French Government did not deem the Commission competent to decide upon the application of article 2. We assented to this interpretation, and the case was withdrawn. French minister here telegraphs to-day for instructions as to consenting to suspend action pending negotiations. Urge suspension. Instruction to you by this mail.

FRELINGHUYSEN.

Copy of a telegram from Mr. Frelinghuysen to Mr. Morton.

WASHINGTON, *January* 11, 1884.

MORTON, *Minister, Paris:*

The French minister called on me about eight months ago, insisting that what is known as the Taylor case should be withdrawn from the Commission because it had been decided finally by the courts of France, and consequently did not fall within the description of cases agreed to be submitted to the Commission. He refused to submit the question of jurisdiction to second Congress, saying that was a diplomatic question. I agreed with him, and directed the case to be withdrawn, as it was, accordingly.

The Le More case has been finally decided by the highest court of this country. I ask that it be withdrawn; that is, I ask the case be not pressed at once, that France may consider the propriety of my request. This is declined, leaving it to the tribunal to determine the question of jurisdiction, the very function that the French minister protested against in the Taylor case, in which protest I concurred. It is needless for me to say that this Government cannot submit to any rule regulating the Commission but those that are equal to each nation. I trust that direction will be given that the case be delayed so that this question may be in an amicable manner adjusted satisfactorily to both nations. If it is not we will insist upon the ruling in the Taylor case governing the Le More case. I understand that it is claimed that this Government stated that the Le More case must be prosecuted to a final hearing in our courts, and that not until then would they consider it diplomatically. This statement, however, was before the treaty of 1880 was made excluding from the Commission all cases that had been finally judicially disposed of, and the question now is not whether that claims shall be diplomatically settled, but on the contrary, it is claimed that it shall be determined by a Commission, from which, by the treaty of 1880, it is expressly excluded.

FRELINGHUYSEN.

Copy of a telegram from Mr. Morton to the Secretary of State.

FRELINGHUYSEN, *Secretary, Washington:*

Expect a written answer to-morrow about Le More case. I fear your request will not be granted. It is remarked that in Taylor case you agreed with the French Government that it had been tried in France; in the same manner France agreed with you that certain other cases had been finally disposed of in the United States, and they were withdrawn. But in the Le More case France dissents. She believes that the main point has not been finally decided upon by American courts, and sees no other way of settling this disagreement than by referring the matter to the Commission itself. Powers of the Commission being about to expire France does not see how case can be delayed.

MORTON,
Minister.

PARIS, *January* 14, 1884.
(Partly in cipher.)

No. 115.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 11, 1884.

SIR: At a meeting of the Commission, held the 7th instant, the case of G. A. Le More & Co. *v.* the United States, No. 211, was called for argument.

As the Marquis de Chambrun was about to address the president, I interposed and presented a protest, a copy of which is herewith inclosed.

I then left the room, but I am informed that the Marquis de Chambrun proceeded with an argument on behalf of the claimants.

Very respectfully,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

WASHINGTON, *February* 6, 1884.

G. A. LE MORE & Co.
v.
THE UNITED STATES. } No. 211.

At a meeting of this Commission held January 15, 1884, an order was announced which contained, among other things, a notice that the case of G. A. Le More & Co. *v.* The United States, No. 211, would be argued before the Commission at a meeting to be held this day.

Upon the announcement now made by the honorable president of the Commission, that the Commission is prepared to hear oral arguments in said case, the counsel for the United States, in obedience to the directions of the honorable the Secretary of State of the United States, respectfully protests against any further proceedings in said case, and announces that he shall take no part therein.

This protest rests mainly upon the opinion entertained by the agent and counsel on the part of the United States, and by the Secretary of State of the United States, that the case of G. A. Le More & Co. is the same in fact as the case of Isaac Taylor *v.* The Republic of France, No. 1; that it consequently falls within the principle and rule adopted and acted upon in the case of Taylor; and it was therefore, and is, the duty of the agent of the Republic of France to withdraw the case of G. A. Le More & Co. from the jurisdiction of the Commission.

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

No. 116.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 20, 1884.

SIR: It is probable that the work of the Commission will be completed by the first of April, but it is certain that the work of the Secretary on the part of the United States and of the Agent and Counsel cannot be finished at that time.

Between this and the first day of April I may be able to make some preparation for a final report, which should contain a history in brief of the action of the Commission in a number of cases involving the interpretation of treaties and the application of public law to the facts developed by the testimony. That work is not possible for me to perform within the time named.

If the printed record of the proceedings of the Commission is to be arranged and the volumes bound, some provisions must be made to defray the expense of the work to be performed after the first day of April next. Indeed it will not be practicable for Mr. Peddrick to accomplish much in that direction until the end of the Commission, inasmuch as there can be no assurance that additions will not be made to particular records arising from motions to reconsider the decisions made.

The appropriation made for the support of the Commission will be sufficient for all these purposes, but the First Comptroller of the Treasury is of opinion that the power to draw upon the appropriation will be then exhausted.

Under these circumstances, I thought it to be my duty to lay the facts before you for such action as you may think proper.

Very respectfully,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 117.

Mr. Boutwell to Mr. Davis.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, February 23, 1884.

SIR: Agreeably to the suggestion made by you to Mr. Peddrick, I have prepared a joint resolution for the purpose of enabling the Secretary of State to authorize the completion of the business of this Commission.

If you should think proper to transmit the resolution to the Committee on Appropriations, you may say to them that I will attend upon them and explain the business of the Commission should I be requested so to do.

Very respectfully,

GEO. S. BOUTWELL,
Agent and Counsel for the United States.

JOINT RESOLUTION authorizing the Secretary of State to complete the business of the French and American Claims Commission.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled: That the Secretary of State be and he is hereby authorized to cause the records of the French and American Claims Commissions to be bound or otherwise put in suitable condition for preservation and cause a report to be made of the decisions and doings of the said Commission and otherwise to provide for the completion of the business of the said Commission and to defray the expense, he is authorized to use so much of the appropriations heretofore made for the purpose of defraying the expenses of the French and American Claims Commission as may be necessary for the purposes contemplated by this resolution.

No. 118.

Mr. Boutwell to Mr. Frelinghuysen.

FRENCH AND AMERICAN CLAIMS COMMISSION,
1518 H STREET,
Washington, March 31, 1884.

SIR: I have the honor to inform you officially that the French and American Claims Commission completed its business at the session held this day, and presented and signed the final award as required by the 9th article of the convention.

The several awards against the Government of the United States amount to $319,595.02; the interest thereon amounts to $305,971.33. This makes an aggregate of $625,566.35.

The awards against the French Republic, including interest, amount to the sum of 13,659.14 francs.

The docket of the Commission shows that 726 claims were presented against the United States, and that the aggregate of said claims was $17,581,000. The interest, at 5 per cent., would have amounted to an equal sum. This would have made about $35,000,000 in all; the awards, therefore, are less than 2 per cent. of the sum claimed.

This result shows that many of the claims were unfounded and others greatly exaggerated. The chief expenses incident to the defense of the claims has arisen from these facts. It is estimated that the printed record of the testimony, motions, and pleadings, will amount in the aggregate to about 100,000 pages.

I am able to say, as the result of my acquaintance with the business of the Commission, that the claimants against the Government of the United States have had due allowance made for the losses sustained by them as far as their claims were supported by proofs.

In two or three instances claims against the French Government have been disallowed when, as it seemed to me, the proofs justified an award.

Upon the whole, however, I am prepared to say that I accept the work of the Commission as a just and equitable performance of the duty imposed upon them by the convention.

The questions raised, and the discussions and decisions of the Commission, have required an interpretation in some particulars not only of the treaty between France and the United States of the 15th of January, 1880, but also of the treaty between France and the United States of 1803, the treaty between Italy and France, by which Nice and Savoy were ceded to France, and the treaty between Germany and France, by which the provinces of Alsace and Lorraine were ceded to Germany.

Important questions of citizenship have been raised, discussed, and adjudicated.

As the time approached for the completion of the business of the Commission the duties of the counsel were increased, and I have had no opportunity to prepare such a report of the proceedings of the Commission as their importance required. If, in your opinion, such a report is necessary, I shall be ready at any time to undertake its preparation.

As my official relations with you, and with the Department of State, are now at an end, I take great satisfaction in expressing to you my thanks for the confidence and constant support that I have received at your hands.

Very respectfully, your obedient servant,

GEORGE S. BOUTWELL,
Agent and Counsel for the United States.

No. 119.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, April 2, 1884.

SIR: I have received and read with very great satisfaction your letter of the 31st ultimo, in which you officially report to this Department that the French and American Claims Commission on that day completed its business and signed the final award, as required by the 9th article of the convention of January 15, 1880.

Your summary of the amount of the claims against this Government presented to the Commission, and of the total final award against it, is very gratifying to this Department, which is not unaware of the fact that that favorable result is largely due to the energetic, diligent, and intelligent manner in which you performed your duties as agent and counsel of this Government, aided by your faithful assistants.

Adding my personal expression of gratification as to the very cordial relations which have subsisted between this Department and yourself during the entire term of the Commission,

I am, &c.,

FRED. T. FRELINGHUYSEN.

No. 120.

Mr. Frelinghuysen to Mr. Boutwell.

DEPARTMENT OF STATE,
Washington, April 2, 1884.

SIR: With reference to your letter of the 31st ultimo, I have to say, that in view of the number of very important questions which were adjudicated by the late French and American Commission, it is, in my opinion, very necessary that a full and careful report should be made of the proceedings of that tribunal. I have already asked Congress to make provision for the payment of the necessary expenses of such a re-

port. Should that body take favorable action upon my recommendations, it is my desire that you should, with the aid of the clerk, prepare such a report as is mentioned above, in addition to putting the records and files of the Commission into a proper condition for preservation and future reference.

I am, &c.,

FRED'K T. FRELINGHUYSEN.

No. 121.

Mr. Boutwell to Mr. Frelinghuysen.

1429 NEW YORK AVENUE,
June 28, 1884.

SIR: I wrote you the 2d of May in regard to the preparation of a report of the proceedings of the French and American Claims Commission, agreeably to the contents of your letter to me of the 2d of April last.

In my letter I mentioned the compensation that I should expect, namely, the sum equal to my salary as agent for two and a half months.

There was some delay in the outset, as the records were not in a condition to be consulted conveniently. The work is now far advanced, and a large share of the matter is in the printer's hands.

Mr. Peddrick has sent me checks for three months' pay, upon the basis of my salary. This will be accepted in full for the entire work, but if you think the compensation should be limited to the pay as agent for two and a half months I will adjust the account upon that basis.

With great respect,

GEORGE S. BOUTWELL.

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